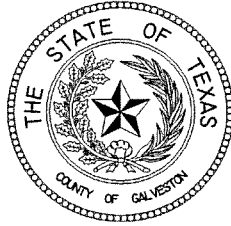


**GALVESTON COUNTY
PURCHASING DEPARTMENT**



REQUEST FOR PROPOSAL

RFP #B191040

BAYSHORE & GREGORY PARK PAVILIONS

PROPOSAL DUE DATE: 03/28/2019

2:00 P.M. CST

***Rufus Crowder, CPPO, CPPB
Purchasing Agent
Galveston County
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5372***

RFP #B191040
OPENING: 03/28/2019
TIME: 2:00 P.M.



**REQUEST FOR PROPOSAL
BAYSHORE & GREGORY PARK PAVILIONS
GALVESTON COUNTY, TEXAS**

Sealed proposals in sets of four (4), one (1) unbound original and three (3) copies, will be received in the office of the Galveston County Purchasing Agent until 2:00 P.M. CST, on, Thursday, March 28, 2019 and opened immediately in that office in the presence of Galveston County Auditor and the Purchasing Agent. Sealed qualifications are to be delivered to Rufus G. Crowder, CPPO CPPB, Galveston County Purchasing Agent at the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, (409) 770-5372. The time stamp clock located in the Purchasing Agent's office shall serve as the official time keeping piece for this solicitation process. Any proposals received after 2:00 P.M. CST on the specified date will be returned unopened.

Purpose:

Bayshore Park Pavilion – 5437 FM 646, Bacliff, TX 77518

Galveston County is seeking a responsible company for the renovation and re-construction of an existing park structure pavilion. Work also includes the demolition of the existing roof and side wall structures.

Gregory Park Pavilion – 2290 State Hwy 87, Crystal Beach, TX 77650

Galveston County is seeking a responsible company for the renovation and re-construction of an existing park structure pavilion. Work also includes the demolition of the existing roof and side wall structures.

All proposals must be marked on the outside of the envelope:

RFP #B191040

Bayshore & Gregory Park Pavilions

Proposer's name, return address, should be prominently displayed on the proposal package for identification purposes.

Specifications can be obtained by visiting the Galveston County website @ <http://www.galvestoncountytexas.gov/pu/Pages/BidListings.aspx>.

Submitted prices shall be either lump sum or unit prices as shown on proposal sheets, if applicable. The net price shall be delivered to Galveston County, including all freight, shipping, and license fees. Galveston County is tax exempt and no taxes should be included in proposal pricing.

A non-mandatory pre-proposal conference will be held on Wednesday, March 6, 2019 at 10:00 a.m. at the Galveston County Courthouse, Purchasing Department, 722 Moody (21st Street), Fifth (5th) Floor, Galveston, Texas 77550.

RFP #B191040
OPENING: 03/28/2019
TIME: 2:00 P.M.

Bonding Requirements:

- **PROPOSAL GUARANTEE:** Evidencing its firm commitment to engage in the contract if Proposer is selected for award of contract, each Proposer is required to furnish with their proposal a Cashier's Check, or an acceptable Bidder's Bond, in the amount of five percent (5%) of the total contract price. The Bidder's Bond must be executed with a surety company authorized to do business in the State of Texas. Failure to furnish the bid/proposal guarantee in the proper form and amount, by the time set for opening of proposals may be cause or rejection of the proposal.
- **PERFORMANCE AND PAYMENT BONDS:** Successful proposer, before beginning work, shall execute a performance bond and a payment bond, each of which must be in the amount of the contract. The required payment and performance bonds must each be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

Attention is called to the fact that not less than, the federally determined prevailing (Davis-Bacon and Related Acts) wage rate, as issued by the Office of Rural Community Affairs and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex age or national origin.

The Galveston County Commissioners' Court reserves the right to waive any informality and to reject any and all bids and to accept the bid or bids which, in its opinion, is most advantageous to Galveston County with total respect the governing laws.

All contractors/subcontractors that are debarred, suspended or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County

**REQUEST FOR PROPOSAL
BAYSHORE & GREGORY PARK PAVILIONS
GALVESTON COUNTY, TEXAS**

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FORT TRAVIS SEASHORE PARK & ELVA LOBIT PARK PAVILIONS
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1. PROPOSAL PACKAGE

*The Request for Proposal, general and special provisions, drawings, specifications/line item details, contract documents, addenda (if any), and the Proposal are all part of the Proposal package. **PROPOSALS must be submitted in sets of four (4), one (1) unbound original and three (3) copies** on the forms provided by the County if County forms are provided, and shall include the Proposal sheets completed in their entirety and signed by an authorized representative by original signature. Failure to complete and sign the proposal sheets/contract page(s) may disqualify the proposal from being considered by the Commissioners Court. Any individual signing on behalf of the Proposer expressly affirms that he or she is duly authorized to tender this proposal and to sign the proposal under the terms and conditions in this request for proposal on behalf of the Proposer and to bind the Proposer to the terms and conditions of this request for proposal and the Proposer's response hereto. Proposer further understands that Proposers' signing of the contract shall be of no effect unless the contract is subsequently awarded by the Commissioners Court and the contract properly executed by the Commissioners Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid. If there are discrepancies between unit prices quoted and extensions, the unit price shall prevail. Each Proposer is required to thoroughly review this entire request for proposal package to familiarize themselves with the proposal procedures, the plans and specifications for the requested work, as well as the terms and conditions of the contract the successful Proposer will execute with the County.*

2. PROPOSER'S RESPONSIBILITY

The Proposer must affirmatively demonstrate its responsibility. The Proposer must also meet the following minimum requirements:

- A. have adequate financial resources or the ability to obtain such resources as required;
- B. be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this request for proposal;
- C. have a satisfactory record of performance;
- D. have a satisfactory record of integrity and ethics; and
- E. be otherwise qualified and eligible to receive an award.

3. TIME FOR RECEIVING PROPOSALS

Proposals may be submitted by mail or hand delivery and **must be submitted only to the Galveston County Purchasing Agent**. If by delivery, the Proposer must deliver the Proposal to the reception desk in the County Purchasing Agent's Office. The delivery and mailing instructions for the Galveston County Purchasing Agent are the following:

**Rufus Crowder, CPPO CPPB
Galveston County Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550**

Proposals will **not** be accepted by facsimile transmission or by electronic mail (email) unless superseded by instructions within the Special Provisions sections of this solicitation. Proposals must be received by the County Purchasing Agent on or before the deadline for the opening of the proposals. For clarity, mailing date/postmark is **not** sufficient – proposals **must be received** by the County Purchasing Agent on or before the deadline. Late proposals

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will not be accepted and will be returned to the proposer unopened. Proposals received prior to the submission deadline will be maintained unopened until the specified time for opening.

The County Purchasing Agent will accept proposals from 8:00 a.m. to 5:00 p.m. on each business day up to the submission deadline. Business days do not include Saturdays and Sundays, and do not include other days in which the County is closed for business in observance of holidays or for other reasons.

The time-stamp clock within the County Purchasing Agent's Office shall be the official time-clock for the purpose of this solicitation and thus shall be the determinant of whether the proposal was timely received.

The proposer should prominently identify the procurement number and name on the outside of the envelope/ mailing package. A label shall be provided for this purpose and usage of the label is preferred. If the proposer fails to identify the request for proposal number and name on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the solicitation number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a proposal.

If a proposal is not submitted, return this Request for Proposal and state reason (s), otherwise your name may be removed from the Purchasing Agent's mailing list.

4. COMPETITIVENESS, INTEGRITY, INQUIRIES AND QUESTIONS

To prevent biased evaluations and to preserve the competitiveness and integrity of the procurement process, **proposers are to direct all communications regarding this invitation to bid only to the Galveston County Purchasing Agent**, unless otherwise specifically noted.

Do not contact the requesting department. Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the proposal of the firm found to be in non-compliance.

All questions regarding this Request for Proposal must be submitted in writing to:

**Rufus Crowder, CPPO CPPB, Purchasing Agent
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7997
E-mail: purchasing.bids@co.galveston.tx.us**

All questions received and the responses thereto will be mailed, emailed, or faxed to all prospective proposers by addendum. No inquiries except clarification of instructions will be addressed by telephone.

Proposer is advised to carefully review this Request for Proposal – it provides specific information necessary to aid participating firms in formulating a thorough response. Proposer's failure to examine all documents shall not entitle the proposer to any relief from the conditions imposing in the Request for Proposal and the resultant contract.

An authorized person from the proposer must sign the proposal. This signatory must be a person from the submitting firm who is duly authorized to tender and sign the proposal on behalf of the proposer and to bind the proposer to the terms and conditions of this Request for Proposal, the proposer's response, and all other terms and conditions of the contract. By this signature, the proposer further acknowledges that the proposer has read the request for proposal and proposal documents thoroughly before submitting a proposal and will fulfill the obligations in accordance to the terms, conditions, and specifications detailed herein.

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5. PROPOSAL OPENING

The Purchasing Agent shall open the proposals on the date and time specified herein. Only the names of the proposers will be read at the opening. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and that keeps the proposals secret during negotiations. The Purchasing Agent will examine proposals promptly and thoroughly. Upon opening, no proposal may be withdrawn for a period of sixty (60) calendar days after the proposal opening date.

6. WITHDRAWAL OF PROPOSAL/FIRM BID RULE

Proposers may request withdrawal of their sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No proposals may be withdrawn for a period of sixty (60) calendar days after opening of the proposals.

7. COMMISSIONERS COURT

No contract is binding on the County until it is properly placed on the Commissioners Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

Department heads and elected officials are not authorized to enter into any type of agreement or contract on behalf of the County. Only the Commissioners Court acting as a body may enter into a contract on behalf of and contractually bind the County. Additionally, department heads and elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County Legal Department prior to being accepted and signed by the County's authorized representative.

8. REJECTION OF PROPOSALS/DISQUALIFICATION

Galveston County, acting through its Commissioners Court, reserves the right to:

- reject any and all proposals in whole or in part received by reason of this request for proposal;
- waive any informality in the proposals received;
- disregard the proposal of any proposer determined to be not responsible;
- disregard the proposal of any proposer determined to have not submitted its proposal timely; and/or
- discontinue its efforts for any reason under this request for proposal package at any time prior to actual execution of contract by the County.

Proposers may be disqualified and rejection of proposals may be recommended to the Commissioners Court for any of (but not limited to) the following causes:

- A. Failure to use the proposal forms furnished by the County, if applicable;
- B. Lack of signature by an authorized representative of proposer;
- C. Failure to properly complete the proposal;
- D. Engaging in communications regarding this procurement during the pendency of this procurement with County officials and/or personnel who are not within the Purchasing Agent's Office;
- E. Failure to meet the mandatory requirements of this request for proposal; and/or
- F. Evidence of collusion among proposers.

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9. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective proposer to review the entire request for proposal packet and to notify the Purchasing Agent if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any protest or question(s) regarding the specifications or proposal procedures must be received in the Purchasing Agent's Office not less than seventy-two (72) hours prior to the time set for proposal opening. Proposers are to submit their proposal as specified herein or propose an approved equal.

10. SUBSTITUTES/DESCRIPTION OF MATERIALS AND EQUIPMENT

Any brand name or manufacturer reference used herein is intended to be descriptive and not restrictive, unless otherwise noted, and is used to indicate the type and quality of material. The term "or equal" if used, identifies commercially produced items that have the essential performance and salient characteristics of the brand name stated in the item description. All supplies, material, or equipment shall be new and of the most suitable grade for the purpose intended. For clarification, "new" includes products containing recovered materials that are EPA-designated items and additionally see Section 63 of these General Provisions on contracts involving federal funds. It is not the County's intent to discriminate against any materials or equipment of equal merit to those specified. However, if proposer desires to use any substitutions, prior written approval must be obtained from the Purchasing Agent and sufficiently in advance such that an addendum may be issued. All material supplied must be one hundred percent (100%) asbestos free. Proposer, by submission of its proposal, certifies that if awarded any portion of this procurement, the proposer will supply only material and equipment that is 100% asbestos free.

11. EXCEPTIONS TO PROPOSAL

The proposer will list on a separate sheet of paper any exceptions to the conditions of this request for proposal. This sheet will be labeled, "Exceptions to Proposal Conditions", and will be attached to the proposal. If no exceptions are stated, it will be understood that all general and special conditions will be complied with, without exception.

The proposer must specify in its proposal any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the proposal and should indicate its possible or actual advantage to the program being offered.

The County reserves the right to offer these alternatives to other proposers.

12. PRICING

Proposals will be either lump sum or unit prices as shown on the proposal sheet. The net priced items will be delivered to Galveston County, including all freight, shipping, and delivery charges.

Cash discount must be shown on the proposal, otherwise prices will be considered net. Unless prices and all information requested are complete, the proposal may be disregarded and given no consideration.

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County of Galveston. Prices paid by the County of Galveston shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

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13. PROCUREMENT CARD (P-CARD) PROGRAM

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to a vendor by credit card. This method typically results in substantially faster bill payments, sometimes within three (3) to five (5) days of the actual transaction date. All transaction fees from the card provider are to be paid by the successful contractor. If your company will accept payment via credit card (Visa, MasterCard), please notate this in your Proposal submittal.

14. PASS THROUGH COST ADJUSTMENTS

Except in instances of extreme extenuating circumstances, Contractor prices shall remain firm throughout the contract period and any renewals. Examples of extreme extenuating circumstances include such situations as a nationwide rail strike, oil shortage or oil embargo.

In extreme extenuating circumstances, Contractors may be allowed to temporarily “pass through” additional costs they are forced to incur through no fault of their own. A request for a pass through cost increase will not be considered unless a Contractor’s cost for the Contractor’s product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) calendar days. Costs that historically are anticipated to rise over a period of time (for example only, such as wages or insurance costs) do not qualify for pass through. If a Contractor thinks he will be asking for a pass through cost adjustment during the term of the contract, then the original cost of the product to Contractor must be stated in Contractor’s original proposal.

A request for a pass through cost does not guarantee that one will be granted. Contractors must submit such information on each request as required by the County Purchasing Agent. The County Purchasing Agent will review each request on a case-by-case basis and if valid submit the request to the Commissioners Court for authorization and determination of the appropriateness of each request as well as amount and duration of increase. Contractors will not be permitted any additional compensation for mark-ups or profits based on the increase in price. Rather, such additional compensation will be limited to the actual increase in original cost to the Contractor as such increase is reflected by the original cost stated in the bid. But in no event will the amount of additional compensation exceed 25% increase in Contractor’s original cost for the product as such cost is reflected in Contractor’s original proposal or the duration exceed a period of sixty (60) calendar days. In addition should the cost, during the period of the pass through, return to normal or decrease to below pre pass through prices, appropriate downward adjustments shall be made. No more than one pass through adjustment will be permitted per year.

15. MODIFICATION OF PROPOSALS

A proposer may modify a proposal by letter at any time prior to the submission deadline for receipt of proposals. Modification requests must be received by the Purchasing Agent prior to the submission deadline. Modifications made before opening time must be initialed by proposer guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners Court considering of same.

16. PRE-PROPOSAL CONFERENCE

A pre-proposal conference for the purpose of discussing contract requirements and answering questions of prospective proposers may be conducted in this procurement. A pre-proposal conference may be mandatory or voluntary. If the pre-proposal conference is mandatory, then the County is authorized to condition acceptance of a proposal on compliance with attendance. The Special Provisions of this procurement shall specify if a pre-proposal conference is to be held and shall specify whether the pre-proposal conference is mandatory or voluntary. Regardless of whether

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the pre-proposal conference is mandatory or voluntary, only a principal, officer, or employee of the proposer may represent the proposer at the pre-proposal conference and no person may represent more than one proposer at the pre-proposal conference.

17. SIGNATURE OF PROPOSALS

Each proposal shall give the complete name of the proposer and the mailing address of the proposer and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each proposal shall include the proposer's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and proposal response sheets may disqualify the proposal from being considered by the County. The person signing on behalf of the proposer expressly affirms that the person is duly authorized to tender the proposal on behalf of the proposer and to sign the proposal sheets and contract under the terms and conditions of this Request for Proposal and to bind the proposer hereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioners Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

18. AWARD OF PROPOSALS – EVALUATION CRITERIA AND FACTORS

The award will be made to the responsible proposer whose proposal is determined to be the lowest and best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal. **The proposed cost to the County will be considered firm and cannot be altered after the submission deadline, unless the County invokes its right to request a best and final offer.**

"Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

In determining the lowest and best bid for a contract for the purchase of earth-moving, material-handling, road maintenance, or construction equipment, the Commissioners Court may also consider the information submitted under Section 262.0255 of the Local Government Code; and in determining the lowest and best bid for a contract for the purchase of road construction material, the Commissioners Court may consider the pickup and delivery locations of the bidders and the cost to the county of delivering or hauling the material to be purchased. The Commissioners Court may award contracts for the purchase of road construction material to more than one bidder if each of the selected bidders submits the lowest and best bid for a particular location or type of material.

Each proposer, by submitting a proposal, agrees that if its' proposal is accepted by the Commissioners Court, the proposer will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this proposal, including but not limited to the best and final offer if applicable, and the contract.

The contractor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the County Purchasing Agent. The contractor will perform all services indicated in the proposal in compliance with this contract.

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners' Court agenda and approved in open court. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County. Only the Commissioners Court, acting as a body, may enter into a contract on behalf of the County. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County Legal Department prior to being signed by the County's authorized representatives.

The County of Galveston reserves the right to accept proposals on individual items listed, or group items, or on the proposal as a whole; to reject any and all proposals; to waive any informality in the proposals; to disregard proposals

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that are not submitted timely; to disregard the proposals of proposers determined to be not responsible; and to accept the proposal that appears to be in the best interest of the County. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal.

In determining and evaluating the best proposal, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered along with any other relevant items. The Commissioners Court shall be the sole judge in the determination of these matters.

The County reserves the right to reject any or all proposals in whole or in part received by reason of this Request for Proposal and may discontinue its efforts under this Request for Proposal for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County.

A Proposer whose proposal does not meet the mandatory requirements set forth in this request for proposal will be considered non-compliant.

The invitation to submit a proposal which appears in the newspaper, or other authorized advertising mediums, these general provisions, the specifications which follow, the proposal sheets, and any addenda issued are all considered part of the proposal.

Each proposer, by submitting a proposal, agrees that if its proposal is accepted by the Commissioners Court, such proposer will furnish all items and services upon the terms and conditions in this request for proposal and the resultant contract.

Notice of contract award is anticipated to be made within ninety (90) days of opening of proposals to the lowest responsive and responsible contractor, whose proposal complies with all the requirements in the request for proposal.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Section 37, Requirement of and Proof of Insurance, or if different, then as described within the Special Provisions or resultant contract.

The contractor shall not commence work under these terms and conditions of the contract until all applicable Purchase Orders, Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letters of Credit (if required) have been approved by the County of Galveston and the Contractor has received notice to proceed in writing and an executed copy of the contract from the County Purchasing Agent.

19. DISPUTE AFTER AWARD/PROTEST

Any actual or prospective Proposer who is allegedly aggrieved in connection with this procurement or award of a contract resulting therefrom may protest. The protest shall be submitted in writing to the Purchasing Agent within seven (7) calendar days after such aggrieved person knows of or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners Court through the Purchasing Agent. The decision of the Commissioners Court will be final. The Commissioners Court need not consider protests unless this procedure is followed.

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20. PUBLIC INFORMATION ACT (f/k/a Open Records Act)

The proposer acknowledges that the County is a government body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code, and as such is required to release information in accordance with the provisions of the Public Information Act.

If proposer considers any of its submitted information to be proprietary in nature, trade secret, or otherwise confidential, then it must clearly and conspicuously mark such information as proprietary, trade, secret, or confidential. By the submission of its proposal, proposer expressly affirms that it has clearly and conspicuously marked any information within its submission that proposer considers confidential, proprietary, and/or trade secret.

In the event the County receives a request for information under the Public Information Act seeking information that the proposer has marked as confidential, proprietary, and /or trade secret, then the County agrees that it shall provide notice to the proposer of the request for information and the request for decision process under the Public Information Act. Thus, the County will submit the initial correspondence to the Texas Attorney General – however, the burden is and shall be on the proposer to submit correspondence to the Attorney General if the proposer wishes its information to be withheld. Proposer is deemed to have knowledge of the Public Information Act. **By the submission of its proposal, proposer expressly acknowledges that the burden to withhold its' information from public disclosure lays with the proposer;** thus, proposer further acknowledges and agrees that it shall submit comments to the Texas Attorney General in the request for decision process if proposer wishes to have its' information withheld from public disclosure.

21. PROPOSER'S E-MAIL ADDRESSES – CONSENT TO DISCLOSURE

Notwithstanding the foregoing Section 20, proposer acknowledges and agrees that the confidentiality of any and all email addresses proposer uses or discloses in communicating with the County are **open** to the public in accordance with Section 552.137 of the Government Code and proposer consents to the release of its email addresses.

22. RESULTANT CONTRACT

Proposer shall correctly and fully execute the resultant contract first. After this, the contract shall be set for consideration by the Commissioners Court. If the Commissioners Court authorizes the execution of the contract, the resultant contract shall become effective upon the Commissioners Court execution of same, provided that the contract is executed by all parties to the contract. Contract documents shall consist of the contract, the General and Special Provisions, drawings, proposal package (including best and final offer(s) if such is utilized), any addenda issued, and any change orders issued during the work. If applicable to the attached proposal, proposer must sign three (3) original contracts and return all three with their proposal submittal.

Proposer should submit a proposed contract with its proposal or its sample material terms and conditions for review and consideration.

23. CONTRACT TERM

The term of the resultant contract will begin on the date of full execution or the execution by the Commissioners Court, whichever is later, and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth.

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24. TERMINATION FOR DEFAULT

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case either party may require corrective action within ten (10) business days from date of receipt of written notice citing the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) business days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract.

All notices relating to default by proposer of the provisions of the contract shall be issued by the County through its Legal Department, and all replies shall be made in writing to the County Legal Department. Notices issued by or issued to anyone other than the County Legal Department shall be null and void and shall be considered as not having been issued or received.

Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of proposals or further negotiations. At a minimum, proposer shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs and attorney fees.

In the event of Termination for Default, Galveston County, its agents or representatives shall not be liable for loss of any profits anticipated to be made by proposer.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement.

County reserves the right to terminate this contract immediately in the event proposer:

- A. Fails to meet delivery or completion schedules; and/or
- B. Fails to otherwise perform in accordance with the accepted proposal and the contract.

25. TERMINATION FOR CONVENIENCE

County may terminate this contract upon at least thirty (30) calendar days prior written notice for its convenience or for any reason deemed by the County to serve the public interest. As well, County may terminate this contract upon thirty (30) calendar days prior written notice for any reason resulting from any governmental law, order, ordinance, regulation, or court order. In no event shall County be liable for loss of any profits anticipated to be made hereunder by proposer should this contract be terminated early.

26. FORCE MAJEURE

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Force Majeure claimed, but for no longer period.

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and

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other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

27. ESTIMATED QUANTITIES

Any reference to quantities shown in the request for proposal is an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements.

28. CONTRACTOR INVESTIGATION

Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. Proposer shall exercise due diligence and is further charged with knowledge of the local, State, and Federal laws, rules, and regulations applicable to this contract. If the proposer receives an award as a result of its proposal submission in this procurement, the proposer's failure to have made such investigations and examinations will in no way relieve the proposer from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation and/or for excused nonperformance.

29. NO COMMITMENT BY COUNTY OF GALVESTON

This request for procurement does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal in response to this request for proposal and does not commit the County of Galveston to procure or contract for services or supplies.

30. PROPOSAL COSTS BORNE BY PROPOSER

Galveston County shall not be liable for any costs incurred by proposer in preparation, production, or submission of a proposal, including but not limited to best and final offer if applicable. As well, Galveston County shall not be liable for any work performed by proposer prior to issuance of fully executed contract and properly issued notice to proceed. Galveston County shall not be liable for any costs incurred by proposer by reason of attending a pre-proposal conference. Galveston County shall not be liable for any costs incurred by proposer by reason of the County invoking use of best and final offers.

31. BEST AND FINAL OFFERS (BAFO)

In acceptance of proposals, the County reserves the right to negotiate further with one or more of the proposers as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the County. This includes, but is not limited to, the solicitation of a Best and Final Offer from one or more of the proposers. If a Best and Final Offer is invoked, this allows acceptable proposers the opportunity to amend, change, or supplement their original proposal. Proposers may be contacted in writing by the Purchasing Agent, requesting that they submit their Best and Final Offer. Any such Best and Final Offer must include discussed and negotiated changes.

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32. SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to the request for proposal, a detailed cost proposal may be requested of the single proposer. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

33. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this proposal, a written notice of such revision will be provided to all proposers in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees or officials, unless such clarification or change is provided to proposers in a written addendum from the Purchasing Agent. Proposers are advised to inquire prior to the submission deadline as to whether any addenda to this request for proposal have been issued, as the successful proposer will be required to abide by such addenda.

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of proposals. Such revisions and amendments, if any, shall be announced by form of addenda. Copies of such addenda (or addendum in the event only one addendum is issued in the procurement) shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the County's request for proposal list for this material/service or those who have obtained documents from the Purchasing Agent's Office subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of proposals may be postponed by such number of days as in the opinion of the County shall enable prospective contractors to revise their proposals. In any case, the proposal opening shall be at least seven (7) business days after the last revising or amendment addendum and the addendum shall include an announcement of the new date, if applicable, for the opening of proposals.

34. PROPOSAL IDEAS AND CONCEPTS

The County reserves to itself the right to adopt or use for its benefit, any concept, plan, or idea contained in any proposal.

35. PROPOSAL DISCLOSURES

While this procurement is pending, the names of those who submitted proposals will not be made public unless in conformity with the County Purchasing Act. Likewise, no pricing, staffing, or other contents of the proposal information will be released unless in conformity with the County Purchasing Act. Proposers are requested to withhold all inquiries regarding their proposal or other submissions until after an award is made. No communication is to be had with any County employee or official, other than the County Purchasing Agent, regarding whether a proposal was received - violations of this provision may result in the rejection of a proposal.

36. INDEMNIFICATION

The contractor agrees to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof, arising out of or in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s), in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.

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Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

37. REQUIREMENT OF AND PROOF OF INSURANCE

The successful proposer shall furnish evidence of insurance to the County Purchasing Agent and shall maintain such insurance as required hereunder or as may be required in the Special Provisions or resultant contract, if different. Contractor shall obtain and thereafter continuously maintain in full force and effect, commercial general liability insurance, including but not limited to bodily injury, property damage, and contractual liability, with combined single limits as listed below or as may be required by State or Federal law, whichever is greater.

- A. For damages arising out of bodily injury to or death of one person in any one accident :
ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.
- B. For damages arising out of bodily injury to or death of two or more persons in any one accident:
THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) DOLLARS.
- C. For any injury to or destruction of property in any one accident :
ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.

Insurance shall be placed with insurers having an A.M. Best's rating of no less than A. Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.

Galveston County shall be listed as the additional insured on policy certificates and shall be provided with no less than thirty (30) calendar days prior notice of any changes to the policy during the contractual period.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) business days of issuance of notification from the County Purchasing Agent to proposer that the contract is being activated as written proof of such insurance and further provided that proposer shall not commence work under this contract until it has obtained all insurance required herein, provided written proof as required herein, and received written notice to proceed issued from the County Purchasing Agent.

Proof of renewal/replacement coverage shall be provided prior to the expiration, termination, or cancellation date of any policy and Galveston County shall be named as an additional insured on any such renewal/replacement coverage and a certificate of insurance showing such shall be provided to the Purchasing Agent. Said insurance shall not be cancelled, permitted to expire, or changed without at least thirty (30) days prior written notice to the County.

Insurance required herein shall be maintained in full force and effect during the life of this contract and shall be issued on an occurrence basis. Contractor shall require that any and all subcontractors that are not protected under the Contractor's own insurance policies take and maintain insurance of the same nature and in the same amounts as required of Contractor and provide written proof of such insurance to Contractor. Proof of renewed/replacement coverage shall be provided prior to the expiration, termination, or cancellation date of any policy. Contractor shall not allow any subcontractor to commence work on the subcontract until such insurance required for the subcontractor has been obtained and approved.

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Workers' Compensation Insurance: Successful proposer shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all its' employees, including but not limited to full time, part time, and emergency employees employed by the successful proposer. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful proposer to the County.

Insurance is to be placed with insurers having a Best rating of no less than A. The proposer shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of receiving notification from the County Purchasing Agent that the contract is being activated. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The proposer shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide proposer with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the proposer.

In no event shall the County be liable for any damage to or destruction of any property belonging to the proposer.

Subrogation Waiver. Proposer and proposer's insurance carrier waive any and all rights to subrogation against Galveston County in regard to any suit or claim arising out of personal injury or property damage resulting from proposer's performance under this agreement.

38. PROPOSAL GUARANTEE

Unless specified differently within the Special Provisions of this procurement, each proposer shall be required to submit a proposal guarantee with its proposal as required within this Section.

Evidencing its firm commitment to engage in contract if proposer is selected for award of contract, each proposer is required to furnish with their bid a cashier's check or an acceptable proposer's bond (generally, a bid bond) in the amount of five percent (5%) of the total contract price. If proposer is using a bond, then the bond must be executed with a surety company authorized to do business in the State of Texas. Failure to furnish the proposal guarantee in the proper form and amount, by the time set for opening of proposals may be cause for rejection of the proposal.

The cashier's check or proposer bond (as applicable) will be returned to each respective unsuccessful proposer(s) subsequent to the Commissioners Court award of contract, and shall be returned to the successful proposer upon the completion and submission of all contract documents. Provided however, that the cashier's check or proposer bond will be forfeited to the County as liquidated damages should successful proposer fail to execute the contract within thirty (30) days after receiving notice of the acceptance of its proposal.

39. PERFORMANCE AND PAYMENT BONDS (if required)

Successful proposer, before beginning work, shall execute a performance bond and a payment bond, each of which must be in the amount of the contract. The required payment and performance bonds must each be executed by a corporate surety authorized to write surety bonds in the State of Texas and in accordance with Chapter 3503 of the Insurance Code (codified in 2005 and originally within Section 1, Chapter 87, Acts of the 56th Leg., R.S., 1959, and in Article 7.19-1, Vernon's Texas Insurance Code).

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The performance and payment bonds must each clearly and prominently display on the bond or on an attachment to the bond:

- a.) The name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or
- b.) The toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll free-telephone number.

The performance bond shall be solely for the protection of Galveston County, in the full amount of the contract, and conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply labor or material, and in the amount of the contract.

The payment and performance bonds required to be furnished herein must be furnished before the contractor begins work and are a requirement for issuance of a Notice to Proceed. Such bonds must be furnished to the Galveston County Purchasing Agent within thirty (30) calendar days after the date of the full execution of the contract or, if applicable, as required under Chapter 2253, Government Code, whichever is earlier. Contractor's failure to provide the required payment and performance bonds within such time period shall constitute an event of default under this contract. Contractor shall not commence work until all applicable certificates of insurance, performance bonds, and payment bonds have been received and approved by the County Purchasing Agent and the Contractor receives notice to proceed in writing that has been issued by the County Purchasing Agent.

Additionally, if this request for proposal is for the award of a public works contract, then compliance with Chapter 2253 of the Texas Government Code, which is known as the McGregor Act, is mandatory. Performance and payment bonds are required to be furnished in accordance with Chapter 2253 of the Texas Government Code. Proposer should familiarize itself with the entire provisions of Chapter 2253 of the Texas Government Code.

40. PATENT AND COPYRIGHT PROTECTION

The proposer agrees at its sole expense to protect the County from claims involving infringement of patents, copyright, trademark, trade secret, or other intellectual property rights. **Proposer shall indemnify and save harmless the County of Galveston, its officers, employees, and agents, from liability of any nature and kind whatsoever, including without limitation cost and expenses, for or on account of any copyrighted, trademarked, trade secret, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, or other intellectual property rights, including its use by the County.** Proposer also agrees that if proposer is awarded this contract, that no work performed hereunder shall be subject to patent, copyright, or other intellectual property by proposer.

41. CONFLICT OF INTEREST DISCLOSURE REPORTING (FORM CIQ)

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). The CIQ Form pertains to business relationship, gift giving and family relationship reporting. If proposer is required to file a CIQ Form, then the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

Business relationship. If proposer has an employment or other business relationship with a local government officer of Galveston County or with a family member of a local government officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500.00 during the preceding 12-

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month period, then proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

Gift-giving. If proposer has given a local government officer of Galveston County or a family member of a local government officer of Galveston County one or more gifts with an aggregate value of more than one-hundred dollars (\$100.00) during the preceding 12-months, then proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

Family member. For purposes of the business relationship and gift giving reporting requirements, a “family member” means a person related to another person with the first degree of consanguinity or affinity, as described by Subchapter B, Chapter 573, Texas Government Code. Examples of persons within the first degree by consanguinity or affinity include a son, daughter, father, mother, spouse, son-in-law, daughter-in-law, father-in-law, mother-in-law, stepson, stepdaughter, stepmother, and stepfather.

Family relationship. If proposer has a “family relationship” with a local government officer of Galveston County then proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County, regardless of whether proposer has a business relationship or has given gifts to the local government officer or a family member of the local government officer. For this purpose, “family relationship” means proposer is related within the third degree by consanguinity or the second degree by affinity, as those terms are defined under Chapter 573 of the Texas Government Code, to a local government officer of Galveston County. Examples of such relationships include a son, daughter, mother, father, brother, sister, grandchild, great-grandchild, grandparent, great-grandparent, niece, nephew, uncle, aunt, spouse, mother-in-law, father-in-law, daughter-in-law, son-in-law, spouse’s grandchild, spouse’s grandparent, grandparent’s spouse, grandchild’s spouse, stepson, stepdaughter, stepmother, and stepfather.

Proposer must file its original CIQ Form with the Galveston County Clerk. The Galveston County Clerk has offices at the following locations:

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (**not the Purchasing Agent**).

For proposer’s convenience, a blank CIQ Form is enclosed with this proposal package. Blank CIQ Form(s) may also be obtained by visiting the Purchasing Agent’s website – this website is linked from the Galveston County homepage, at <http://www.galvestoncountytexas.gov>.

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is proposer’s sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if proposer is required to file by the requirements of Chapter 176 of the Local Government Code. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code, and the failure to file may be grounds to void the contract, if proposer is awarded a contract.

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If proposer has any questions about compliance with Chapter 176, proposer may wish to consult its' legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

42. DISCLOSURE OF INTERESTED PARTIES/FORM 1295

Under Section 2252.908 of the Government Code, any business entity that enters into a contract with Galveston County that requires the approval of the Commissioners Court must submit a "Disclosure of Interested Parties" to the County prior to the execution of the contract. This form, the "Disclosure of Interested Parties" form was promulgated by the Texas Ethics Commission, and is the "Form 1295". **This procurement is subject to these requirements.**

The Texas Ethics Commission was charged with promulgating rules to implement Section 2252.908 of the Government Code. The rules adopted by the Texas Ethics Commission are located at Sections 46.1, 46.3, and 46.5 of Title 1 of the Texas Administrative Code. Thus, the law covering these requirements is located at Section 2252.908 of the Government Code, and in Title 1, Sections 46.1, 46.3, and 46.5 of the Texas Administrative Code.

The Texas Ethics Commission's website is: www.ethics.state.tx.us. The area of the Texas Ethics Commission website pertaining to Form 1295 is:

www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Form 1295 must be completed electronically through the Texas Ethics Commission website (handwritten forms are not allowable). Once the business entity has completed their electronic filing of Form 1295, then the business entity must print out the electronically completed form, and sign and notarize the Form 1295. Once Form 1295 is signed and notarized, the business entity must submit their completed, signed, and notarized Form 1295 to the Galveston County Purchasing Agent.

Successful Proposer is and shall be subject to these requirements, and no resultant contract may be executed by the Commissioners Court until the completed, signed, and notarized Form 1295 is on file with the County Purchasing Agent.

No portion of the Form 1295 process commits the County to any type of award of contract whatsoever.

After the Purchasing Agent's Office receives the completed, signed, and notarized Form 1295, the Purchasing Agent's Office will, within 30 days, go the Texas Ethics Commission website to submit electronic confirmation of the County's receipt of the completed, signed, and notarized Form 1295.

43. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS & REQUIREMENT TO REGISTER IN SAM

Proposer certifies that neither it, nor any of its Principals, are presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency. Contractor agrees that it shall refund Galveston County for any payments made to Contractor while ineligible. Contractor acknowledges that Contractor's uncured failure to perform under this Agreement, if such should occur, may result in Contractor being debarred from performing additional work for the County, the respecting State Agency administering the grant funding the contract, if applicable, the State, FEMA or HUD (as applicable), and other Federal and State entities. Further, proposer has executed the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters and returned the fully completed and executed original certification with the submission of its proposal. **The truthful and fully completed and executed original of the Certification**

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Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters must be included with the submission of proposer's proposal and is a mandatory requirement of this request for proposal. Proposer's failure to include the fully completed and executed original of this Certification shall be considered non-compliance with the requirements of this request for proposal and grounds for the rejection of proposer's proposal. Proposer shall immediately notify the County Purchasing Agent if it becomes debarred or suspended, placed on the Consolidated List of Debarred Contractors, or in any other way becomes ineligible for award of contract by any Federal agency. This Certification is a material fact relied upon by Galveston County; if it is later determined that the contractor did not comply with 2 C.F.R. Part 180 and 2 C.F.R. Part 3000, in addition to the remedies available to Galveston County and the State agency administering this grant, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment of contractor.

If the contract to be awarded pursuant to this procurement involves the use of Federal funds, then proposer must also be registered in the Federal Contractor Registry through the System for Award Management (SAM) to be eligible for award of contract pursuant to this procurement.

Information regarding the SAM is available at:

<http://www.federalcontractorregistry.com/?gclid=CIG1hf2rr8wCFYkCaQoducANZw> or at
<https://www.sam.gov/portal/SAM/#1>.

No contract involving the use of Federal funds may be awarded to any proposer unless and until such registration is current and in good standing under SAM. Successful proposer must maintain SAM registration throughout the entire term of the agreement with the County. If this contract involves the use of Federal funds, then proposer must enclose proof of such SAM registration within its response, which is also a mandatory requirement of this procurement; failure to enclose such proof shall be considered non-compliance with the requirements of this procurement and grounds for the rejection of proposer's response to this procurement (i.e., bid, proposal, or qualifications statement, as applicable).

44. SOVEREIGN IMMUNITY

The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

45. CONTROLLING LAW AND VENUE

Proposer acknowledges and agrees that the contract is and shall be governed and construed by the laws of the State of Texas and that venue shall lie exclusively in a court of competent jurisdiction in Galveston County, Texas.

46. MERGERS, ACQUISITIONS

The Proposer shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a proposal is submitted.

If subsequent to the award of any contract resulting from this request for proposal the proposer shall merge or be acquired by another firm, the following documents must be submitted to the County:

- A. Corporate resolutions prepared by the awarded Bidder and the new entity ratifying acceptance of the original contract, terms, conditions and prices;

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- B. New entity's Federal Identification Number (FEIN);
- C. New entity's proposed operating plans;
- D. New entity's proof of registration in SAM for contracts involving Federal funds;
- E. New entity's certification regarding debarment;
- F. New entity's certification regarding lobbying; and
- G. W-9 Form for new entity

Moreover, proposer is required to provide the County with notice of any anticipated merger or acquisition as soon as proposer has actual knowledge of the anticipated merger or acquisition. The New Proposer's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners' Court for its approval.

47. DELAYS

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Proposer agrees it will make no claims for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by proposer attributed to these delays, should any occur. In addition, proposer agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

48. ACCURACY OF DATA

Information and data provided through this request for proposal are believed to be reasonably accurate.

49. SUBCONTRACTING/ASSIGNMENT

Proposer shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of the County acting by and through its Commissioners' Court. Such consent, if granted, shall not relieve the proposer of any of its responsibilities under this contract.

50. INDEPENDENT CONTRACTOR

Proposer expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which proposer or proposer's subcontractors perform in providing the requirements stated in the request for proposal.

51. MONITORING PERFORMANCE

The County shall have the unfettered right to monitor and audit the proposer's work in every respect. In this regard, the proposer shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the proposer shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the proposer's work and performance under this contract. In the event any such material is not held by the proposer in its original form, a true copy shall be provided.

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52. SUBJECT TO APPROPRIATION OF FUNDS

State law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved by the Commissioners Court. Galveston County anticipates this to be an integral part of future budgets to be approved during the periods of this contract, except for unanticipated needs or events which may prevent such payments against this contract. However, Galveston County cannot guarantee the availability of funds, and enters into this contract only to the extent such funds are made available through appropriation (allocation) by the Commissioners Court. This contract shall not be construed as creating any debt on behalf of the County of Galveston in violation of TEX. CONST. art. XI, § 7, and it is understood that all obligations of Galveston County are subject to the availability of funds.

53. CONTRACTS SUBJECT TO GRANT FUNDING

Notwithstanding the foregoing, if the contract to be awarded by this procurement is funded with Federal or State grant funds, the proposer acknowledges that the obligations of the County under the contract are contingent upon the continued availability of grant funding to meet the County's obligations. If the grant(s) to the County is reduced, de-obligated, or otherwise discontinued or terminated, Contractor agrees that the County may immediately terminate the contract without penalty or any liability whatsoever on the part of the County, the State, or the Federal awarding agency.

54. PROCUREMENT ETHICS

Galveston County is committed to the highest ethical standards. Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason. Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed.

Galveston County also requires ethical conduct from those who do business with the County.

CODE OF ETHICS – Statement of Purchasing Policy:

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve the purpose of this Article, it is essential that those doing business with Galveston County also observe the ethical standards prescribed herein.

General Ethical Standards:

It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

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It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that:

- The employee or any member of the employee’s family, has a financial interest pertaining to the procurement;
- A business or organization in which the employee or any member of the employee’s family, has a financial interest pertaining to the procurement; or
- Any other person, business, or organization with which the employee or any member of the employee’s family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Gratuities:

It shall be a breach of ethics for any person to offer, give, or agree to give any employee or former employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or bid pending before this government.

Kickbacks:

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or to any person associated therewith, as an inducement for the award of a contract, subcontract or order.

Contract Clause:

The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

Confidential Information:

It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any other person.

Prohibition against Contingent Fees:

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Galveston County contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Failure to abide by this section constitutes a breach of ethical standards.

Representation:

Proposer represents and warrants, by signing and submitting its proposal, that it has not retained anyone in violation of this section prohibiting contingent fees.

Contract Clause:

The representation prescribed above shall be conspicuously set forth in every contract and solicitation thereof.

55. NON-COLLUSION AFFIDAVIT

Proposer certifies, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is

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genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal or that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the contractor or any other proposer, or to fix any overhead, profit or cost element of the proposal price, or that of any other contractor, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the contractor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

A blank Non-Collusion Affidavit is included with this proposal packet. Proposer must enclose a truthful and fully executed original Non-Collusion Affidavit with the submission of its proposal. This is a mandatory requirement of this request for proposal. Failure to include the truthfully and fully executed Non-Collusion Affidavit in the submission of its proposal shall be considered non-compliance with the requirements of this request for proposal by the Proposer and grounds for the rejection of Proposer's submission.

No negotiations, decisions, or actions shall be initiated by any company as a result of any verbal discussion with any County employee prior to the opening of responses to this request for proposal.

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County of Galveston contracts for this service.

56. CERTIFICATION REGARDING LOBBYING

Proposer certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder, to any person for influencing or attempting to influence a department or employee of an agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a department or employee of any agency, a member of Congress, a department or employee of congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the bidder shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. Proposer shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The truthful and fully completed and executed original of the Certification Regarding Lobbying (included with bid packet) must be included with the submission of proposer's proposal and is a mandatory requirement of this request for proposal. Proposer's failure to include the fully completed and executed or original of this Certification shall be considered non-compliant with the requirements of this request for proposal and grounds for the rejection of the Proposer's proposal. Submission of the certification is a prerequisite for making or entering into a contract with

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Proposer and is imposed by Section 1352, Title 31, United States Code. Further, any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

57. NON-DISCRIMINATION

- a. **Equal Employment Opportunity:** Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, genetic information or veteran status. Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, disability, genetic information or veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices of employment.

Proposer will, in all solicitation or advertisements for employees placed by or on behalf of proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, disability, genetic information, or veteran status.

Proposer will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

Proposer will include the provisions herein in every subcontract or purchase order unless exempted.

- b. **Drug Free Work Place Act:** Proposer shall comply with all applicable requirements of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102, et seq.) and implementing regulations thereunder.
- c. **Americans with Disabilities Act:** Proposer shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations thereunder.
- d. **OSHA Regulations:** Proposer agrees to maintain and to display any applicable materials for its employees in accordance with OSHA regulations.
- e. **Compliance with Immigration Laws and Use of E-Verify:** Proposer agrees to comply with all requirements of the U.S. Immigration Reform and Control Act of 1986, as amended, and any implementing regulations thereto. Proposer further agrees to utilize the E-Verify system through the Department of Homeland Security on its employees. Proposer shall not employ unauthorized aliens, and shall not assign services to be performed to any supplier or subcontractor who are unauthorized aliens. If any personnel performing any services hereunder are discovered to be an unauthorized alien, then Proposer will immediately remove such personnel from performing services hereunder and shall replace such personnel with personnel who are not unauthorized alien(s).
- f. **State and Federal Law Compliance:** Proposer agrees to comply with all other State and Federal laws and regulations applicable to the provision of services under this contract.

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58. RECORD RETENTION AND RIGHT TO AUDIT

Proposer shall keep and maintain all records associated with this contract for a minimum of five (5) years from the close of the contract or as required by Federal or State law or regulation, whichever period is longer. If awarded this contract, proposer shall allow the County reasonable access to the records in proposer's possession, custody, or control that the County deems necessary to assist it in auditing the services, costs, and payments provided hereunder. If this contract involves the use of Federal or State funds, then proposer shall also allow reasonable access to representatives of the Office of Inspector General, the General Accounting Office, the State Auditor's Office, and the other Federal and/or State agencies overseeing the funds that such entities deem necessary to facilitate review by such agencies and proposer shall maintain fiscal records and supporting documentation for all expenditures in a manner that conforms with OMB Circular A-87 (relocated to 2 C.F.R. Part 225) and this contract.

59. TITLE VI ASSURANCES/TxDOT

The County is subject to Title VI of the Civil Rights Act of 1964 and the Federal and State laws and regulations of the United States Department of Transportation and Texas Department of Transportation (TxDOT). Pursuant to these requirements, the County must have its contractors provide required assurances on compliance with non-discrimination by itself and its subcontractors. The Title VI Assurances within this Subsection are not exhaustive – whenever any Federal, State, or Local requirement requires additional clauses, this list shall not be construed as limiting. Contractor agrees as follows:

- (1) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.
- (2) **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.
- (4) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Non-compliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or;

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(b) cancellation, termination, or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions.** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

60. SECTION 231.006, FAMILY CODE/DELINQUENT CHILD SUPPORT

Pursuant to Title 5, Section 231.006 of the Texas Family Code, as applicable, Proposer certifies that it, including all of its principals, is/are current in child support payments and that it is eligible to receive payments from State funds under a contract for property, materials, or services. Proposer acknowledges and agrees that if it is awarded this contract, then the ensuing agreement may be terminated and payment withheld if this certification is inaccurate. Finally, by the submission of its proposal, the Proposer certifies that it has included the names and social security numbers of each person with at least 25% ownership interest in Proposer within its response to the request for proposal and that all such persons are current in child support payments.

61. ANTITRUST

Pursuant to 15 U.S.C. § 1, et seq., and Texas Business and Commerce Code, Chapter 15, Contractor, by the submission of its proposal, certifies that neither Contractor nor any natural person, proprietorship, firm, corporation, partnership, association, or institution represented by Contractor or anyone acting for such natural person, proprietorship, firm, corporation, partnership, association, or institution has violated any Federal or State antitrust laws or communicated the nature of the offer, directly or indirectly, to any competitor or other person engaged in a similar line of business.

62. LABOR STANDARDS

On contracts funded under a federal grant: Proposer acknowledges that the contract to be awarded pursuant to this solicitation is on a grant program funded with Federal funds. Proposer shall comply with the requirements of 29 CFR Part 5 and Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity", Copeland, "Anti-Kickback" Act (40 U.S.C. 3145, 29 C.F.R. Part 3), the Davis-Bacon and Related Acts (40 U.S.C. 3141-3148, 29 C.F.R. Parts 1,3, and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement. Proposer is also responsible for ensuring that all subcontractors comply with the requirements of 29 CFR Part 5 and Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity", Copeland "Anti-Kickback" Act, the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement.

63. PROCUREMENT LAWS

a. Proposer shall comply with all applicable local, State, and Federal laws, rules, and regulations.

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- b. If this contract is made pursuant to a federal award, then Contractor acknowledges that the contract is subject, without limitation, to applicable provisions within 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Contractor shall comply with applicable provisions within 2 C.F.R., Sections 200.319 through 200.326, including but not limited to the following:
- 1.) **Equal Employment Opportunity**, 41 C.F.R. Part 60-1.4(b) (applicable to federally assisted construction contracts).
 - (a) During the performance of this contract, the contractor agrees as follows:
 - (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national original, disability, or veteran status. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national original, disability or veteran status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national original, disability, or veteran status.
 - (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by rules, regulations, and relevant orders of the Secretary of Labor.
 - (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to contractor's books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a

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subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 2.) **Small and minority business, women’s business enterprises, and labor surplus area firms (2 C.F.R. § 200.321).** The County is required to take affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. This includes requiring the prime contractor, if subcontracts are to be let in the performance of this contract, to itself take affirmative steps in letting the subcontract. Accordingly, if subcontracts are to be let in the performance of this contract, the contractor must take affirmative steps in the letting of the subcontract(s), which must include:
- (a) placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
 - (b) assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
 - (c) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises; and
 - (d) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

In accordance with FEMA procurement guidance:

A small business is a business that is independently owned and operated, not dominant in the field of operation in which it is bidding on Galveston County contracts, and qualified as a small business under the Small Business Administration criteria and size standards at 13 C.F.R. Part 121.

A women’s business enterprise is a business enterprise that is: (a) at least 51 percent owned by one or more women or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women; and (b) whose management and daily operations are controlled by one or more women.

A minority business is a business that is (a) at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority group members; and (b) whose management and daily operations are controlled by one or more minority group members.

- 3.) **Davis-Bacon Act as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act as supplemented by the Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractor must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity (the County) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be condition upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contract must also include a provision for compliance with the Copeland Anti-Kickback Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
- 4.) **Compliance with the Copeland “Anti-Kickback” Act.** Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which the person is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. “Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United

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States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title [Title 18, U.S.C.] or imprisoned not more than five years, or both.” 18 U.S.C. § 874.

- (a) Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
- (b) The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal awarding agency may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (c) Breach. A breach of the contract clause above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

5.) Contract Work Hours and Safety Standards Act.

- (a) Where applicable, all contracts awarded by the County in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by the Department of Labor regulations at 29 C.F.R. Part 5. Under 40 U.S.C. § 3702 of the Contract Work Hours and Safety Standards Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.S. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or material or articles ordinarily available on the open market, or contractors for transportation or transmission of intelligence.
- (b) Compliance with the Contract Work Hours and Safety Standards Act.
 - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this subsection the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this subsection, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this subsection.
 - (3) Withholding for unpaid wages and liquidated damages. The awarding Federal agency, State agency, or the County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy

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any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this subsection.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this subsection and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this subsection.

6.) Rights to Inventions Made Under a Contractor Agreement.

- (a) If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (b) Stafford Act Disaster Grants. This requirement does not apply to Public Assistance, Hazard Mitigation Grant Program, Crisis Counseling Assistance and Training Grant program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- (c) The regulations and 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7.) Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act 933 U.S.C. §§ 1251-1387), as amended.

- (a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq., and agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Contract Act, as amended, 33 U.S. C. § 1251, et seq.
- (b) The contractor agrees to report each violation of the Clean Air Act and/or the Federal Water Pollution Control Act to the Federal awarding agency, the State agency administering the grant, and the Regional Office of the Environmental Protection Agency (EPA) and understands and agrees that the Federal awarding agency, the State agency, and the EPA will, in turn, report each violation as required to assure notification to Galveston County, the Federal Emergency Management Agency, and the appropriate EPA Regional Office.

8.) Debarment and Suspension (Executive Orders 12549 and 12689). A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 and 12689. The Contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Contractor must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C, and 2 C.F.R. Part 3000, Subpart C, while this offer is

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valid and through the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9.) Procurement of Recovered Materials.

- (a.) A non-Federal entity that is a State agency or agency of a political subdivision of the State and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Public Law No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962).
- (b.) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (2) Meeting contract performance requirements; or
 - (3) At a reasonable price.
- (c) Information about this requirement is available at EPA’s Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>. The list of EPA-designated items is available at <https://www.epa.gov/cpg/products.htm>.

In the event of any discrepancy between the provisions in this Section 63 of General Provisions and provisions on the same subject elsewhere within this procurement, the most stringent shall control.

64. ENTIRETY OF AGREEMENT AND MODIFICATION

This contract contains the entire agreement between the parties. Any prior agreement, promise, negotiation or representation not expressly set forth in this contract has no force or effect. Any subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners Court.

65. NOTICE

All notices or other communications required or permitted under this contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, transmitted by facsimile, or mailed certified mail, return receipt requested with proper postage affixed and addressed to the appropriate party at the following address or at such other address as may have been previously given in writing to the parties (proposer shall provide its notice information with its proposal submission). If mailed, the notice shall be deemed delivered when actually received, or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, duly certified, return receipt requested, with proper postage affixed. If delivered in person, notice shall be deemed delivered when receipted for by, or actually received by, the receiving Party. If transmitted by facsimile, notice shall be deemed delivered when receipt of such transmission is acknowledged.

To the County at:

Hon. Mark Henry,
County Judge of Galveston County
722 Moody (21st Street), Second (2nd) Floor
Galveston, Texas 77550
Fax: (409) 765-2653

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With copies to:

Rufus Crowder, CPPO CPPB,
Galveston County Purchasing Agent
722 Moody (21st Street), Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7997

Robert Boemer, Director,
Galveston County Legal Department
722 Moody (21st Street), Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 770-5560

To the Contractor at:

(Proposer to provide its contact name, address, and facsimile number for notice under the contract.)

66. USE OF DHS SEAL, LOGO, AND FLAGS PROHIBITED WITHOUT PRIOR APPROVAL

Contractor must obtain permission from the U.S. Department of Homeland Security financial assistance office (DHS FAO) **prior** to using DHS seals(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard Officials.

67. FEDERAL GOVERNMENT NOT A PARTY

Contractor acknowledges that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to Galveston County, contractor, or any other party pertaining to any matter resulting from the contract.

68. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

In contracts funded through Federal grants, Contractor acknowledges that 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements (31 U.S.C. § 3801, et seq.) and the implementing regulations thereunder, 49 C.F.R. Part 79, apply to Contractors actions pertaining to the contract.

69. LEAD AND ASBESTOS

If this request for proposal involves remediation, demolition, reconstruction, rehabilitation, repair, or construction, or other applicable activities, the Contractor shall be responsible for performing investigations of lead and asbestos containing materials, and any required lead and asbestos abatement in compliance with Federal, State, and local laws, rules, regulations, ordinances and orders, relating to lead abatement and asbestos abatement as applicable, including but not limited to the Texas Asbestos Health Protection Act, codified as Chapter 1954 of the Occupations Code; the Texas Asbestos Health Protection Regulations, located at Title 25, Part 1, Chapter 295, Subchapter C of the Texas Administrative Code; Chapter 1955 of the Texas Occupations Code (lead-based paint abatement); the Texas Environmental Lead Reduction regulations, located at Title 25, Part 1, Chapter 295, Subchapter I of the Texas Administrative Code; the federal National Emission Standards for Asbestos regulations, located at Title 40, Part 61, Subpart M of the Code of Federal Regulations, and the National Emission Standards for Hazardous Air Pollutants. Contractor shall perform such inspections, encapsulation, remediation or other actions as required by federal, State, or local requirements in accordance with the federal Environmental Protection Agency (EPA), Texas Department of State Health Services (TXDSHS), and Texas Commission on Environmental Quality (TCEQ) requirements.

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70. ACKNOWLEDGMENT OF GOVERNMENT RECORD

Proposer acknowledges that its submission in this Request for Proposals, including its Proposal, certifications, affidavits, Vendor Forms (i.e., PEID, W-9, CIQ, etc.) constitutes government records under Chapter 37 of the Texas Penal Code.

71. COMPLIANCE WITH GALVESTON COUNTY PURCHASING POLICIES AND PROCEDURES

Proposer acknowledges, by its submission in this Request for Proposals, that it shall comply with the Galveston County Purchasing Policies & Procedures Manual approved by Order of the Galveston County Commissioners Court on March 7, 2018.

End of General Provisions Section

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**SPECIAL PROVISIONS
BAYSHORE & GREGORY PARK PAVILIONS
GALVESTON COUNTY, TEXAS**

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**SPECIAL PROVISIONS
BAYSHORE & GREGORY PARK PAVILIONS
GALVESTON COUNTY, TEXAS**

The Special Provisions and the General Provisions of this Request for Proposal and the Exhibits attached hereto are made a part of this agreement between the Parties. In the event of a conflict between the General Provisions and the Special Provisions, the terms of the Special Provisions shall control.

A. PURPOSE

Bayshore Park Pavilion – 5437 FM 646, Bacliff, TX 77518

Galveston County is seeking a responsible company for the renovation and re-construction of an existing park structure pavilion. Work also includes the demolition of the existing roof and side wall structures.

Gregory Park Pavilion – 2290 State Hwy 87, Crystal Beach, TX 77650

Galveston County is seeking a responsible company for the renovation and re-construction of an existing park structure pavilion. Work also includes the demolition of the existing roof and side wall structures.

The Galveston County Commissioners' Court reserves the right to award both project contracts to multiple vendors or to a single vendor, whatever is deemed most advantageous.

B. DEFINITIONS (As mentioned in FAR Subpart 52.2—Text of Provisions and Clauses)

52.202-1 Definitions.

Definitions (Nov 2013)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless—

- (a) The solicitation, or amended solicitation, provides a different definition;
- (b) The contracting parties agree to a different definition;
- (c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (d) The word or term is defined in FAR Part 31, for use in the cost principles and procedures

C. PROPOSAL SURETY

A 5% bid bond **is a requirement of this solicitation request.**

D. PERFORMANCE AND PAYMENT BONDS

Performance and Payment Bonds **are a requirement of this solicitation.**

E. DAVIS-BACON WAGE RATES

Attention is called to the fact that not less than, the federally determined prevailing (Davis-Bacon and Related Acts) wage rate, as issued by the Office of Rural Community Affairs and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex age or national origin.

F. PROCUREMENT TIMELINE

A timeline for this RFP and initial process is included below. Galveston County reserves the right to change these dates and will notify proposers of any changes:

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Advertise RFP (first date of publication)	Thursday, February 21, 2019
Advertise RFP (second date of publication)	Thursday, February 28, 2019
Pre-Proposal Conference	Wednesday, March 6, 2019 @ 10:00 a.m.
Deadline for Questions & Inquiries	Wednesday, March 13, 2019 by 5:00 p.m.
Proposals due from public/RFP Opening	Thursday, March 28, 2019 @ 2:00 p.m.

G. SUBMISSION INSTRUCTIONS

One (1) unbound original and three (3) copies must be submitted no later than **2:00 P.M. CST**, on **Thursday, March 28, 2019**.

H. PRE-PROPOSAL CONFERENCE

A non-mandatory pre-Proposal conference will be held on **Wednesday, March 6, 2019 at 10:00 a.m.** at the Galveston County Courthouse, Purchasing Department, 722 Moody (21st Street), Fifth (5th) Floor, Galveston, Texas 77550.

I. PERSONNEL TO CONTACT

Proposers desiring an explanation or interpretation relative to this solicitation must request it in writing. Oral explanations or instructions will not be binding. Any information given to a Proposer, which in the opinion of the County affects all responders or would be prejudicial to other Proposers if not communicated, shall be furnished to all Proposers as an addendum to the solicitation. Proposers **must** direct all inquiries to the following:

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
722 21st Street (Moody)
Galveston, Texas 77550
e-mail: purchasing.bids@co.galveston.tx.us

Proposers must e-mail their requests (with the subject line “**Bayshore & Gregory Park Pavilions – RFP # B191040– Questions**”) for additional information and/or clarification to the address listed above. The request must include the Proposer’s name and the RFP number and title. ***Any request for additional information or clarification must be received in writing no later than seven (7) calendar days prior to the Proposal due date.*** Late requests or those not delivered to the proper address may not receive a reply. Proposers shall not attempt to contact the County by any other means. The Purchasing Agent’s Office shall post the answers to the County website from the procurement web page and via addendum.

The County will issue responses to inquiries and any other corrections or amendments, it deems necessary, in the form of a written addendum, issued prior to the Proposal Submission Date. The County, at its sole discretion, may not issue a response to a RFI submittal. Proposers should not rely on any oral or written representations, statements, or explanations, other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any issued addenda, the last addendum issued will prevail. Addenda will be posted and made available on the County’s procurement web page. It is the Proposer’s sole responsibility to ensure receipt of all addenda prior to submitting its Proposal. All Proposers should check the County’s procurement web page for all addenda prior to submitting a response. The County’s procurement web page is located at www.galvestoncountytexas.gov/pu/Pages/default.aspx, and current solicitations are at www.galvestoncountytexas.gov/pu/Pages/OpenSolicitations.aspx.

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The Proposer must acknowledge the receipt of all addenda on the forms provided. In the event a Proposer fails to acknowledge receipt of such addenda, the County may, at its sole discretion, determine that such failure to acknowledge any or all addenda does not materially affect the Proposal and waive the acknowledgement of one or more addenda.

Proposers who submit inquiries *after* the deadline date for receipt of questions indicated on the Procurement Timeline, risk that its response in the procurement will not be responsive or competitive because the County is not able to respond before the Proposal receipt date or in sufficient time for the Proposer to prepare a responsive or competitive submittal.

All questions and responses as posted on the County website pertaining to this RFP are considered an addendum to, and part of, this RFP. Each Proposer shall be responsible to monitor the County website for new or revised RFP information. The County shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Purchasing Agent's Office.

J. PROGRAM ADMINISTRATION & CONTRACT MANAGEMENT

The Program Administrator/Contract Manager that will manage the work to be performed under the resultant contract for the purpose of this RFP is:

Julie Diaz
Parks & Cultural Services Director
4102 Main Street
La Marque, TX 77568
Office: (409) 934-8114
e-mail: Julie.diaz@co.galveston.tx.us

K. TYPE OF CONTRACT

It is the intent of this solicitation to enter into a contract that meets federal guidelines. It is imperative that all responders seeking a contract under this RFQ solicitation effort must familiarize and adhere to the procurement standards as referenced in 2 C.F.R. Part 200, Sections 200.317-200.326, and Appendix II, 2 C.F.R. Part 200. Sections 200.317-200.326 and Appendix II are attached hereto as **Exhibit A**.

The resultant contract consists of the following documents: Request for Proposal, General Provisions, Special Provisions, General Terms and Conditions (including specifications, drawings, and addenda), Proposer's Proposal, Proposal Sheets, contract award, and any other documents referenced herein or attached hereto for the work. Collectively these documents may also be referred to as the Plans and Specifications.

In an effort to satisfy cost reasonableness responsibilities at the time of each extension period (if applicable), the County of Galveston reserves the right to obtain additional quotes and current pricing information from the successful contractor and other contractors to perform the work as stated per the specification listed herein and in the resultant. The solicited results may be used by the County to determine if the contract extensions will be considered or other service options be utilized.

L. COLLATERAL CONTRACT

The County reserves the right to provide by separate contract or otherwise, in such manner as not to delay its programs or damage said Contractor, all labor and material essential to the completion of the work that is not included in this contract.

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Award prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Awardee is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Awardee shall indemnify and save harmless the County, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment, or process, to be performed under the contract, and shall indemnify the County its officers, agents, and employees for any costs, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of the work.

M. SCOPE OF WORK

Bayshore Park Pavilion –

Galveston County is seeking a responsible company for the renovation and re-construction of an existing park structure pavilion. Work also includes the demolition of the existing roof and side wall structures.

Gregory Park Pavilion –

Galveston County is seeking a responsible company for the renovation and re-construction of an existing park structure pavilion. Work also includes the demolition of the existing roof and side wall structures *Prospective proposers shall be responsible and are strongly encouraged for making site visits and obtaining measurements and construction information to aid in submitting competitive proposals.*

All permits and code restrictions will be through the City of League City and are the responsibility of the successful contractor to obtain at the contractors expense.

N. SITE VISITS

It is imperative that prospective bidders visit the sites to aid in providing a responsive proposal. Prospective proposers can contact the Program Administrator for access to the facility for inspection.

O. AWARD PRICE

Award prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Awardee is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Awardee shall indemnify and save harmless the County, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment, or process, to be performed under the contract, and shall indemnify the County its officers, agents, and employees for any costs, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of the work.

P. LABOR

Contractor is encouraged to use local labor, but not at the expense of poor workmanship and higher cost. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Contractor agrees to post in a conspicuous place a notice setting forth provisions of this non-discrimination clause.

Q. INSURANCE

Proposer must submit, with its response, a current certificate of insurance evidencing coverage in the amounts specified below or greater. In lieu of submitting a certificate of insurance, Respondents may submit a notarized statement from an insurance company authorized to conduct business in the State of Texas guaranteeing that Respondent has such insurance. Provided however, that successful

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Respondent(s) shall be required to provide a current certificate of insurance to the Galveston County Purchasing Agent's Office before Respondent commences any work hereunder. **Insurance shall be placed with insurers having an A.M. Best's rating of no less than A.** Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.

Galveston County shall be listed as an additional insured on each policy and all certificates of insurance and Contractor shall provide Galveston County with no less than thirty (30) calendar days prior notice of any changes to the policy during the contractual period.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) calendar days of the execution of this Agreement as written proof of such insurance and further provided that Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required herein, provided written proof as required herein, and received written notice to proceed issued from the County Purchasing Agent. **Failure to provide such evidence of insurance within the ten (10) calendar day period shall constitute an event of default.**

Workers' Compensation Insurance. Respondent shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all its employees, including but not limited to full time, part time, and emergency employees employed by the Contractor.

Commercial General Liability. Respondent shall carry in full force commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. The Policy shall, minimally, cover liability for bodily injury, personal injury, and property damage.

Business Automobile Liability. Respondent shall carry in full force business automobile liability coverage with a combined bodily injury/property damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

Professional Liability. Respondent shall carry in full force professional liability insurance with limits of not less than \$1,000,000.00.

Subrogation Waiver. Contractor and Contractor's insurance carrier shall waive any and all rights to subrogation against Galveston County in regard to any suit or claim arising out of personal injury or property damage resulting from Contractor's performance under this Agreement.

R. EVALUATION CRITERIA

The award will be made to the responsible contractor on the basis of demonstrated competence. RFP responses shall be evaluated and scored in accordance with the below criteria:

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Proposals must include the following tabbed sections:

1) Company Personal Background and Experience	10%
2) References	5%
3) Methodology, Design, and Service Approach	35%
4) Rendering of proposed design including drawings and specifics of the design	10%
5) A proposed "Do Not Exceed" price for design and construction	35%
6) A schedule for the Proposed Work	5%

S. EXCEPTIONS

Any exceptions to proposal conditions should be listed on a separated sheet of paper, attached to proposal submittals and submitted with proposal at the specified date and time of proposal opening.

End of Special Provisions Section

**EXHIBIT A
BAYSHORE & GREGORY PARK PAVILIONS
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PROCUREMENT STANDARDS

**2 C.F.R. §§ 200.317 – 200.326 &
2 C.F.R. PART 200, APPENDIX II**

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**EXHIBIT A
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PROCUREMENT STANDARDS

**2 C.F.R. §§ 200.317 – 200.326 &
2 C.F.R. PART 200, APPENDIX II**

2 C.F.R. § 200.317. Procurements by states.

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§ 200.318 General procurement standards through 200.326 Contract provisions.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013

2 C.F.R. § 200.318. General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)

(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of

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relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

- (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- (e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
- (f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- (g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
- (h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also § 200.213 Suspension and debarment.
- (i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- (j)
- (1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:
- (i) The actual cost of materials; and
 - (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
- (2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

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(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015; 80 FR 45395, July 30, 2015

2 C.F.R. § 200.319. Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly

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restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014

2 C.F.R. § 200.320. Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

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(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

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(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015

2 C.F.R. § 200.321. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

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2 C.F.R. § 200.322. Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014

2 C.F.R. § 200.323. Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.324. Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

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(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.325. Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

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(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

69 FR 26280, May 11, 2004; 78FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.326. Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise note

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2 C.F.R. Part, 200, Appendix II

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or

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dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

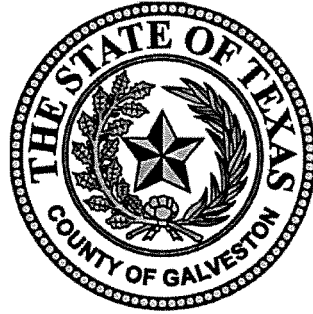
(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014

GALVESTON COUNTY



722 Moody, Galveston, TX 77550

SPECIFICATIONS

FOR

Galveston County Park Structures

January 25, 2019

Prepared by

PAUL ENGINEERING INC
SOLVING AMERICA'S ENGINEERING NEEDS

The logo for Paul Engineering Inc features a stylized pen nib pointing downwards, which appears to have just finished drawing a thick, black, horizontal swoosh that underlines the company name.

626 ½ Barringer Ln, Suite A, Webster, TX 77598
Phone: 281-280-9972, Fax: 281-280-0250

PEI Project No.: 18-25. 1

**GALVESTON COUNTY
Park Structures**

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SECTION 011100

SUMMARY OF WORK

PART 1 -GENERAL

1.1 SECTION INCLUDES

- A Summary of the Work including work by Owner, Owner furnished products, Work sequence, future Work, Contractor use of Premises, and Owner occupancy.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A Work of the contract is for the renovation and re-con struction of an existing park structure pavilion. Work also includes the demolition of the existing roof and side wall structures. All Work is more fully described in the Construction Documents.

1.3 WORK SEQUENCE

- A. Construct Work in phases to accommodate Owner occupancy requirements. Provide phases as requested by City during the construction period. Coordinate construction schedule and operations with Owner's Representative:
 - I. Phase 1: Demolish existing structural elements.
 - 2. Phase 2: Reconstruction of the existing structure .

SECTION 012973

SCHEDULE OF VALVES

PART 1 -GENERAL

1.1 GENERAL

- A. Submit a schedule of values at least 10 days prior to submitting the first application for payment. Upon request, support values given with data that will substantiate the amounts . Use schedule of values only as basis for application for payment.
- B. List quantities of designated materials and materials specified under unit price allowances.
- C. Payment for materials stored on-site will be limited to those materials listed in a schedule of unit material values .

1.2 FORM OF SUBMITTAL

- A. Submit typewritten schedule of values on AIA document G703 or on 8-1/2" by 11 ", plain bond , white paper. Use the table of contents of this project manual as a format for listing costs of work by sections under Divisions 02 through 49.

1.3 PREPARING SCHEDULE OF VALUES

- A. Itemize separate line item cost for each of the following general cost items:
 - 1. Performance and payment bonds.
 - 2. Field supervision and layout.
 - 3. Temporary facilities and controls.
 - 4. Insurance .
- B. Itemize the work into line items that follow generally the sequence of the table of contents of these specifications. The work must be subdivided so as to give line items that are readily measurable for the purposes of pay estimates. Further subdivide each line item of work to show the following amounts, when applicable.
 - 1. Cost of material delivered to the jobsite (do not include overhead and profit).
 - 2. Cost of labor for installation (include all overhead and profit for this line item).
 - 3. Cost of Operation and Maintenance Manuals when required.
 - 4. Cost of all testing and all training required for each item.

- C. Break down installed costs into :
 - 1. Delivered cost of product, with taxes paid.
 - 2. Installation cost, with overhead and profit.
 - 3. Testing cost.
 - 4. O&M materials cost.
- D. Round off figures to nearest dollar, except for one item if needed to make total equal the contract amount.
- E. Make sum of total costs for all items listed in the schedule equal to the total contract sum.

1.4 REVIEW AND RESUBMITT AL

- A. After review by the Architect/Engineer, revise and resubmit the schedule of values or material values , if required. Resubmit revised schedules in the same manner as the original schedules. Initial Application for Payment will not be processed until Schedule of Values is approved. Payment for stored materials will not be made until the Schedule of Unit Material Values has been approved.

SECTION 013000

ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 PROJECT COORDINATION

A. Coordination with Other Contractors and Subcontractors.

1. Coordinate scheduling, submittals and work of the various sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements.
2. Verify utility requirement characteristics of operating equipment are compatible with building utilities.
3. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on drawings. Follow routing shown for pipes, ducts and conduit as closely as practicable.
4. In finished areas, conceal pipes, ducts and wiring within the construction .

B. Project Meetings.

1. A preconstruction conference will be scheduled for all affected parties within a week of award of the contract.
2. Progress meetings shall be held at the project site weekly throughout the progress of the work. Architect/Engineer/Contractor will preside at meetings, record minutes and distribute copies within 2 days to those affected by decisions made at meetings.
3. When required in an individual specification section, convene a preinstallation conference at project site prior to commencing work of the section. Meeting shall be scheduled immediately prior to a regular progress meeting.

C. Field Engineering. Employ a Land Surveyor to locate reference datum and establish survey control and reference points; establish elevations, lines and levels; and certify that locations and elevations of the work conform with the Contract Documents.

1.2 CONSTRUCTION SCHEDULES

A. Format. Provide a horizontal bar chart with a separate bar for each trade or operation. Show first day of each week. Show schedule for shop drawing submittal and review, delivery of materials, execution of the work and critical path.

B. Submission. Submit initial construction schedule within 10 days after award of contract. Indicate progress and revise schedule as necessary with each application for payment.

1.3 FORMS

A. Schedule of Values. Submit AIA form G703 (or equivalent information in Contractor's preferred format) within 21 days after date of Owner-Contractor Agreement.

B. Application for Payment. Submit three copies of each application on AJA form G702. Utilize Schedule of Values for listing items in Application.

C. Change Procedure . AJA form G701 will be used for Change Orders.

1.4 SUBMITTAL PROCEDURES

A. Transmit each submittal with AJA Form G810.

B. Transmit each submittal with an Owner-approved form that includes:

1. Identify project, Contractor, subcontractor or supplier; pertinent drawing sheet and detail number(s), and specification section number, as appropriate.
2. Identify variations from contract documents and product or system limitations which may be detrimental to successful performance of the completed work.

C. Apply Contractor's stamp, signed or initialed, to each item submitted, certifying that review and verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and contract documents. Submittals not bearing this certification will be returned without review.

D. Revise and resubmit submittals as required; identify all changes made since previous submittal.

E. After review , distribute copies to all concerned parties.

1.5 SUBMITTALS

A. Shop Drawings. Submit in the form of one reproducible transparency and two opaque reproductions. The transparency will be returned after review. Reproduction of contract drawings for use as shop drawings will not be allowed.

B. Shop Drawings. Submit the number of opaque reproductions which Contractor requires, plus two copies which will be retained by Architect/Engineer. Reproduction of contract drawings for use as shop drawings will not be allowed.

C. Product Data.

1. Submit the number of copies which the Contractor requires, plus two copies which will be retained by the Architect/Engineer.
2. Mark each copy to identify applicable products, models, options and other data. Do not use highlighters. Delete inapplicable portions or use arrows to indicate applicable portions. Supplement manufacturers' standard data to provide information applicable to this project.

D. Samples.

1. Submit samples to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
2. Submit samples of finishes from the full range of manufacturers' standard colors, textures and patterns for selection.
3. Include identification on each sample, with full product information.

4. Submit two samples (unless other quantity is specified in a specific Section) , one of which will be retained.

E. Manufacturer's Instructions.

1. Submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting and finishing, and operations and maintenance in quantities specified for Product Data.
2. Identify conflicts between manufacturers' instructions and contract documents.

F. Manufacturer's Certificates.

1. When scheduled below, submit manufacturers' certificates in quantities specified for Product Data.
2. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits and certifications as appropriate.
3. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect/Engineer.

PART 2 - PRODUCTS

2.1 TECHNICAL SUBMITTAL CHECKLIST

<u>Section</u>	<u>Material</u>	<u>Shop Dwgs.</u>	<u>Prod. Data Samples</u>	<u>Cert./ Warranty</u>	<u>Maint. Matls.</u>	<u>O&M Manual</u>	<u>Instal- Training</u>	
							<u>Check</u>	<u>Hrs. Reg'd. Other</u>
32 31 13	Chain Link Fence	X	X	5 yr.				

PART 3 - EXECUTION

3.1 SUBMITTAL SCHEDULE

- A. Within 21 days of the effective date of Owner-Contractor Agreement, submit a schedule showing the date by which each submittal listed in Part 2 of this section will be made. Allow at least 21 days for review and approval of each submittal. Schedule submittals so that approved submittals will be in the Contractor's hands before the work is scheduled to be done.

END OF SECTION 013000

SECTION 013213

CONSTRUCTION SCHEDULES

PART 1 - GENERAL

1.1 INTENT

- A. Within 15 days after award of the contract, the Contractor shall prepare and submit to the Architect /Engineer a proposed construction schedule for the work, with subschedules of related activities which are essential to its progress.

1.2 RELATED REQUIREMENTS

- A. Summary of the Work, Section 01 11 00.
- B. Allowances, Section 01 21 00.
- C. Submittals, Section 01 33 00.
- D. Shop Drawings, Product Data and Samples, Section 01 33 23.

1.3 FORM OF SCHEDULE

- A. Prepare construction schedule in the form of a horizontal bar chart.
 - 1. Provide separate horizontal bar for each trade or operation.
 - 2. Horizontal Time Scale. Identify first work day of each week.
 - 3. Scale and Spacing . To allow space for notations and future revisions.
- B. Prepare construction schedule using network analysis system.
- C. Format of Listings, Table of contents of this Project Manual.
- D. Format of Listings, Chronological order of the start of each item of work.
- E. Identification of Listings, By major specification section numbers.

1.4 CONTENT OF SCHEDULES

- A. Construction Schedule.
 - 1. Show complete sequence of construction by activity .
 - 2. Show dates of beginning and completion of each major element of construction.
Specifically list:
 - 3. Show projected percentages of completion for each item, as of the first day of each month.
 - 4. Indicate the critical path for completion of the entire project.

8. Schedule for Submittals of Shop Drawings, Product Data and Samples. Show:
1. The dates for Contractor's submittals.
 2. The dates submittals will be required for Owner-furnished products.
 3. The dates reviewed submittals will be required back from the Architect/Engineer.

- C. Products Delivery Schedule. Show delivery dates for:
1. Products furnished by Owner, Section 01 11 00.
 2. Products specified under Allowances, Section 01 21 00.

D. Prepare and submit subschedules for each separate stage of work specified in Section 01 11 00.

E. Provide subschedules to define critical portions of prime schedules.

1.5 PROGRESS REVISIONS

A. Indicate progress of each activity to date of submission.

8. Show changes occurring since previous submission of schedule.
1. Major changes in scope.
 2. Activities modified since previous submission.
 3. Revised projections in progress and completion.
 4. Other identifiable changes.

- C. Provide a narrative report as needed to define:
1. Problem areas, anticipated delays and the impact on schedule.
 2. Corrective action that will be taken by the Contractor to get the project back on schedule. This item is required whenever the progress of the job is behind the original progress schedule.
 3. The effect of changes on schedules or on other prime contractors.

1.6 SUBMISSIONS

- A. Submit initial schedules within 15 days after award of contract.
1. Architect/Engineer will review schedules and return review copy within 10 days after receipt.
 2. If required, resubmit within 7 days after return of review copy.

8. Submit revised progress schedules with each application for payment.

C. If size is greater than 11 x 17 inches, submit one reproducible transparency and two opaque reproductions; otherwise, submit two copies.

1.7 DISTRIBUTION

A. Distribute copies of reviewed documents to concerned parties.

8. Instruct recipients to report promptly to Contractor, in writing, any problems anticipated by the projections shown in the schedules.

SECTION 013323

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS

- A. Construction Schedules . Section 01 32 13 .
- B. Record Documents. Section 01 78 39.

1.2 SHOP DRAWINGS

- A. Submit shop drawings , product data and samples for each item on or before the date given by the Contractor in the Schedule for Submittals that is required by Section 01 32 13, Construction Schedules. Shop drawings which are not required will not be reviewed.
- B. Preparation by a qualified detailer is required.
- C. Where necessary for clarity, identify details by reference to sheet and detail numbers , schedule or room numbers as shown on the contract drawings.
- D. Field dimensions shall be clearly indicated as such.
- E. Prepare a reproducible transparency and two opaque prints of each shop drawing.
- F. Reproduction of contract drawings for use as shop drawings will not be allowed.
- G. The use of reproductions of the contract drawings by any contractor, subcontractor, erector, fabricator or material supplier in lieu of preparation of shop drawings signifies his acceptance of all information shown hereon as correct, and obligates himself to any job expense, real or implied, arising due to any errors that may occur hereon. In addition, all references to **LAN**, including all Engineer' s seals, are to be removed if the contract drawings are used as shop drawings.

1.3 PRODUCT DATA

- A. Modify the manufacturer's standard schematic drawings to delete or supplement information as applicable.
- B. For manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other descriptive data:
 - 1. Clearly mark each copy to identify materials, products or models which are being submitted for review.
 - 2. Show dimensions and clearances required .
 - 3. Show performance characteristics and capacities.

4. Show wiring or piping diagrams and controls.

C. Submit the number of copies which the Contractor requires, plus two copies to be retained by the Architect/Engineer. Total number of copies shall not exceed ten.

1.4 SAMPLES

A. Submit samples of sufficient size and quantity to clearly illustrate functional characteristics of product or materials including integrally related parts and attachment devices, and full range of available colors.

B. Erect field samples and mock-ups at the project site in an acceptable location. Construct each sample complete, including work of all trades required in finished work.

C. Submit two samples unless greater quantity is specified in technical section. One sample will be retained unless noted otherwise.

1.5 SUBMISSION REQUIREMENTS

A. Accompany each submittal with a dated transmittal letter (AJA document G810) which includes:

1. Submittal number. Number submittals sequentially beginning with "001".
2. Project title and number.
3. The names of:
 - a. Contractor.
 - b. Subcontractor.
 - c. Supplier.
 - d. Manufacturer.
4. Identification of product or material.
5. Relation to adjacent structure or materials.
6. Specification section number and/or drawing number.
7. Applicable standards, such as ASTM number or Federal Specification.
8. Identification of deviations from the contract documents.

B. Provide a blank space on each shop drawing, approximately 5" by 5" {120 x 120}, for the Architect/Engineer's stamp.

C. Contractor's stamp, dated and initialed or signed, certifying review of submittal, verification of field measurements and compliance with contract documents shall be placed on each submittal item. Any submittal items that do not have the Contractor's stamp will be returned without review.

D. Insofar as practical, make all submittals for each of the following categories at one time.

1. Roofing, roof insulation, flashing and roof accessories.
2. Doors, frames and hardware.
3. Mechanical.
4. Plumbing.
5. Electrical.

1.6 ARCHITECT'S/ENGINEER'S DUTIES

- A. Review and return submittals with reasonable promptness.
- B. Review will be only for conformance with the design intent and with the contract documents.
- C. Affix stamp and initials or signature, and indicate approved or requirements for resubmittal.
- D. Return submittals to Contractor for distribution or for resubmission.

1.7 RESUBMISSION REQUIREMENTS

- A. Assign a submittal number that is the same as the original submittal number plus a sequential letter suffix beginning with "A".
- B. Revise documents as required and resubmit as specified for initial submittal. Indicate on drawings any changes which have been made, including those requested by the Architect/Engineer.

1.8 DISTRIBUTION AFTER REVIEW

- A. Distribute copies of shop drawings and product data which carry the Architect/Engineer's stamp to:
 - 1. Contractor's file.
 - 2. Job site file.
 - 3. Record document file.
 - 4. Subcontractors.
 - 5. Supplier.
 - 6. Fabricator.
- B. Distribute returned samples as needed.

PART 2 - PRODUCTS

- A. Products which require shop drawings, product data and samples are listed in Section 01 33 00.

PART 3 - EXECUTION (Not Used)

END OF SECTION 013323

SECTION 014000

QUALITY REQUIREMENTS

PART 1 -GENERAL

1.1 RELATED REQUIREMENTS

- A. Inspections and Tests Required by Regulatory Agencies. The responsibility for compliance lies with the Contractor. See General Conditions.
- B. Specific Product Testing . Tests to be performed by an independent testing laboratory are described in the various specification sections.

1.2 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Exercise quality control over suppliers, manufacturers , products , services , site conditions and workmanship to produce work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence. Should manufacturers' instructions conflict with contract documents , request clarification from Architect /Engineer before proceeding.
- C. Comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes or specified requirements indicate higher standards or more precise workmanship.
- D. Perform work by persons qualified to produce workmanship of specified quality.
- E. Secure products in place with positive anchorage devices designed and sized to withstand stresses , vibration, physical distortion or disfigurement.

1.3 REFERENCE STANDARDS

- A. Conform to reference standard by date of issue current on date of contract documents.
- B. Should specified reference standards conflict with contract documents, request clarification for Architect/Engineer before proceeding.
- C. The contractual relationship of the parties to the contract shall not be altered from the contract documents by mention or inference otherwise in any reference document.

1.4 FIELD SAMPLES

- A. Install field samples for review at the site as required by individual specifications sections.
- B. Acceptable samples represent a quality level for the work .

- C. Where field sample is specified in individual sections to be removed, clear area after field sample has been accepted by Architect/Engineer.

1.5 TESTING LABORATORY SERVICES

- A. Owner will appoint, employ and pay for services of an independent firm to perform inspection and testing.
- B. Owner will select and appoint an independent firm to perform specified inspection and testing. Contractor shall pay for services from an allowance specified in Section O1210.
- C. The independent firm will perform inspections , tests and other services specified in individual specification sections and as required by the Architect /Engineer.
- D. Reports will be submitted by the independent firm to the Architect/Engineer, in duplicate, indicating observations and results of tests and indicating compliance or noncompliance with contract documents.
- E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
 - 1. Notify Architect/Engineer and independent firm 48 hours prior to expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- F. Retesting required because of nonconformance to specified requirements shall be performed by the same independent firm on instructions by the Architect /Engineer. Payment for retesting will be charged to the Contractor by deducting inspection or testing charges from the contract sum.

1.6 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. Submit qualifications of observer to Architect/Engineer 30 days in advance of required observations. Observer is subject to approval by the Owner/Architect/Engineer.
- B. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions; conditions of surfaces and installation; quality of workmanship; start-up of equipment; testing, adjusting and balancing of equipment; and installation as applicable, and to initiate instructions when necessary.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions. Submit report in duplicate within 14 days of observation.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014000

SECTION 014219

REFERENCE STANDARDS

PART 1 -GENERAL

1.1 QUALITY ASSURANCE

- A. For work specified by association, trade or Federal Standards, follow requirements of the standard to the extent referenced, except when more rigid requirements are specified or are required by applicable codes or by Contract Documents .
- B. Follow reference standard effective 60 days prior to date of Project Manual.

1.2 PARTIAL LIST OF REFERENCES

AA	Aluminum Association 1525 Wilson Blvd., Suite 600 Arlington, VA 22209 (703) 358-2960 www.aluminum.org	ACI	American Concrete Institute PO Box 9094 Farmington Hills, MI 48333-9094 (248) 848-3700 www.concrete .org
AABC	Associated Air Balance Council 1518 K Street, NW Washington, DC 20005 (202) 737-0202 www.aabchq.com	AEIC	Assn. of Edison Illuminating Cos. PO Box 2641 Birmingham, AL 35291-0992 (205) 257-2530 www.aeic.org
AAMA	American Architectural Mfrs Assn. 1827 Walden Office Sq., Suite 550 Schaumburg, IL 60173-4268 (847) 303-5664 www.aamanet.org	AGC	Associated General Contractors of America 2300 Wilson Blvd., Suite 400 Arlington, VA 22201 (703) 548-3118 www.agc.org
AASHTO	American Assn. of State Hwy. & Transportation Officials 444 North Capitol Street, NW, Suite 249 Washington, DC 20001 (202) 624-5800 www.transportation.org	AGMA	American Gear Manufacturers Assn. 500 Montgomery Street, Suite 350 Alexandria, VA 22314-1581 (703) 684-0211 www.agma.org
		AHA	American Hardboard Assn. 1210 W. Northwest Hwy. Palatine, IL 60067 (847) 934-8800

AI	Asphalt Institute 2696 Research Park Drive Lexington , KY 40511-8480 (859) 288-4960 www .asphaltinstitute.org	APA	APA - The Engineered Wood Assn. (formerly American Plywood Assn.) 7011 S. 19th Tacoma, WA 98466 (253) 565-6600 www .apawood .org
AIA	American Institute of Architects 1735 New York Avenue, NW Washington, DC 20006-5292 (800) 242-3837 www .aia.org	API	American Petroleum Institute 1220 L Street, NW Washington, DC 20005-4070 (202) 682-8000 www .apl.org
AISC	American Institute of Steel Construction 1 E. Wacker Drive, Suite 700 Chicago, IL 60601-1802 (312) 670-2400 www .aisc.org	AREMA	American Railway Engrg. & Maintenance-of-Way Assn. 1 0003 Derekwood Lane, Suite 210 Lanham, MD 20706 (301) 459-3200 www.arema.org
AISI	American Iron & Steel Institute 1140 Connecticut Ave., NW Suite 705 Washington, DC 20036 (202) 452-7100 www.steel.org	ARI	Air-Conditioning & Refrigeration Institute 4100 N. Fairfax Dr., Suite 200 Arlington, VA 22203 (703) 524-8800 www.an.org
AITC	American Institute of Timber Construction 7012 S. Revere Parkway, Suite 140 Centennial, CO 80112 (303) 792-9559 www .aitc -glulam.org	ASHRAE	American Soc. of Heating, Refrig. & Air Conditioning Engrs, Inc. 1791 Tullie Circle, NE Atlanta, GA 30329 (800) 527-4723 www.ashrae.org
AMCA	Air Movement & Control Assn. Intl., Inc. 30 West University Drive Arlington Heights, IL 60004 -1806 (847) 394-0150 www .amca.org	ASME	American Soc. of Mech. Engrs. 3 Park Avenue New York, NY 10016-5990 (800) 843-2763 www.asm e.org
ANSI	American Natl. Stds . Institute 25 W. 43rd Street , 4th Floor New York, NY 10036 (212) 642-4900 www.ansl.org	ASTM	ASTM International (fom lery American Society for Testing & Materials) 100 Bar Harbor Drive W. Conshohocken, PA 19428-2959 (610) 832-9500 www .astm.org

AWI	Architectural Woodwork Institute 46179 Westlake Drive, Suite 120 Potomac Falls, VA 20165 (571) 323-3636 www .awinet.org	CFR	Code of Federal Regulations Government Printing Office Mail Stop IDCC 732 N. Capitol Street, NW Washington, DC 20401 (866) 512-1800 www.gpoaccess .gov
AWPA	American Wood Protection Assn. (formerly American Wood Preservers' Assn.) PO Box 361784 Birmingham, AL 35236-1784 (205) 733-4077 www.awpa.com	CGA	Compressed Gas Association 4221 Walney Road, 5th Floor Chantilly, VA 20151-2923 (703) 788-2700 www.cganet .com
AWPI	American Wood-Preservers' Inst. 2750 Prosperity Ave., Suite 550 Fairfax, VA 22031-4312 (800) 356-AWPI www .awp1.org	CLFMI	Chain Link Fence Mfrs. Institute 10015 Old Columbia Rd., Ste B-215 Columbia, MD 21046 (301) 596-2583 www.chai nlinkinfo.org
AWS	American Welding Society 550 N.W. LeJeune Road Miami , FL 33126 (800) 443-9353 www.aws.org	CRSI	Concrete Reinforcing Steel Inst. 933 N. Plum Grove Road Schaumburg, IL 60173-4758 (847) 517-1200 www .crs1.org
AWWA	American Water Works Assn. 6666 West Quincy Avenue Denver, CO 80235 (800) 926-7337 www .awwa.org	CTI	Cooling Technology Institute PO Box 77383 Houston, TX 77273-3383 (281) 583-4087
BHMA	Builders' Hardware Mfrs. Assn. 355 Lexington Ave., 15th Floor New York, NY 10017 (212) 297-2122 www.buildershardware.com	DHI	Door and Hardware Institute 14150 NewbrookDrive, Suite 200 Chantilly, VA 20151 (703) 222-2010 www.dhi.org
BIA	Brick Industry Association 1850 Centennial Park Dr., Ste 301 Reston, VA 20191 (703) 620-0010 www.gobrick.com	EIA	Environmental Information Assn. 6935 Wisconsin Ave., Suite 306 Chevy Chase, MD 20815-6112 (301) 961-4999 www.eia-usa.org

EJMA	Expansion Joint Mfrs. Assn. 25 N. Broadway Tarrytown, NY 10591 (914) 332-0040 www.eJma.org	IEEE	Inst. of Electrical & Electronics Engineers 445 Hoes Lane Piscataway, NJ 08854 (800) 678-4333 www.ieee.org
EPA	Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Ave., NW Washington, DC 20460 www.epa.gov	ISA	The Instrumentation, Systems & Automation Society (formerly International Society for Measurement & Control) 67 Alexander Drive Research Triangle Park, NC 27709 (919) 549-8411 www.isa.org
FAA	Federal Aviation Administration 800 Independence Ave., SW Washington, DC 20591 (866) 835-5322 www.faa.gov	ISO	International Organization for Standardization Geneva, Switzerland
FM	Factory Mutual Research Corp. 1151 Boston-Providence Turnpike Norwood, MA 02062 (781) 762-4300	MIL	Military Standardization Documents (U.S. Dept of Defense) Document Automation & Production Service Bldg. 4/D, 700 Robbins Ave. Philadelphia, PA 19111-5 094 (877) 327-7226 dodssp.daps.dla.mil
FS	Federal Standardization Documents General Services Administration Specifications Unit (WFSIS) 7th and D Streets, SW Washington, DC 20406 (203) 472-2205	MSS	Mfrs. Standardization Society of the Valve & Fittings Industry 127 Park Street, NE Vienna, VA 22180 (703) 281-6613 www.mss-hq.com
GANA	Glass Assn. of North America 2945 S.W. Wanamaker Dr., Suite A Topeka, KS 66614-5321 (785) 271-0208 www.glaswebsite.com	NAAMM	Natl. Assn. of Arch. Metal Mfrs. 800 Roosevelt Road Bldg. C, Suite 312 Glen Ellyn, IL 60137 (630) 942-6591 www.naamm.org
IAPMO	International Assn. of Plbg. & Mech. Officials 5001 E. Philadelphia St. Ontario, CA 91761 (909) 472-4100 www.iapmo.org		
ICEA	Insulated Cable Engineers Assn. PO Box 1568 Carrollton, GA 30112 www.icea.net		

NACE	NACE International (formerly Natl. Assn. of Con- osion Engrs.) 1440 South Creek Drive Houston, TX 77084-4906 (281) 228-6200 www.nace.org	NRCA	Natl. Roofing Contractors Assn. 10255 West Higgins Rd., Suite 600 Rosemont , IL 60018-5607 (847) 299-9070 www .nrca.net
NAIMA	North American Insulation Manufacturers Assn. 44 Canal Center Plaza, Ste 310 Alexandria, VA 22314 (703) 684-0084 www.nalma.org	NRMCA	Natl. Ready Mixed Concrete Assn. 900 Spring Street Silver Spring, MD 20910 (888) 846-7622 www.nrmca.org
NCMA	Natl. Concrete Masonry Assn. 13750 Sunrise Valley Drive Herndon, VA 20171-4662 (703) 713-1900 www .ncma.org	NSF	NSF International (formerly National Sanitation Foundation) PO Box 130140 789 N. Dixboro Road Ann Arbor, MI 48113-0140 (800) 673-6275 www.nsf.org
NEC	National Electrical Code (see NFPA) www.necplus.org	NTMA	National Ten-azzo & Mosaic Assn. 201 N. Maple, Suite 208 Purcellville, VA 20132 (800) 323-9736 www .ntma.com
NEMA	National Electrical Mfrs. Assn. 1300 N. 17th Street, Suite 1752 Rosslyn, VA 22209 (703) 841-3200 www.nema.org	OSHA	Occupational Safety & Health Admin. 200 Constitution Ave., NW Washington, DC 20210 (800) 321-6742 www.osha.gov
NESC	National Electrical Safety Code www.standar ds.ieee.org/nesc	PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077 (847) 966-6200 www .cement.org
NFPA	National Fire Protection Assn. 1 Batterymarch Park Quincy, MA 02169 (800) 344-3555 www.nfpa.org	PCI	Precast/Prestressed Concrete Inst. 209 W. Jackson Blvd., Suite 500 Chicago, IL 60606-6938 (312) 786-0300 www .pci.o rg
NIST	Natl. Inst. of Standards & Tech. 100 Bureau Dr., Stop 1070 Gaithersburg , MD 20899-1070 (301) 975-6478 www .nist.gov		

PDI	Plumbing & Drainage Institute 800 Turnpike Street, Suite 300 North Andover, MA 01845 (800) 589-8956 www.pdionline.org	SIGMA	Sealed Insulating Glass Mfrs. Assn. 401 No. Michigan Ave., Suite 2400 Chicago, IL 60611 (312) 644-6610
PIMA	Polyisocyanurate Insulation Manufacturers Assn. 7315 Wisconsin Ave., Ste 400E Bethesda, MD 20814 (301) 654-0000 www.plma.org	SJI	Steel Joist Institute 3127 Mr. Joe White Ave. Myrtle Beach, SC 29577-6760 (843) 626-1995 www.steeljoist.org
PPI	Plastics Pipe Institute 105 Decker Court, Suite 825 Irving, TX 75062 (469) 499-1044 www.plasticpipe.org	SMACNA	Sheet Metal & Air Conditioning Contractors National Assn. 4201 Lafayette Center Dr. Chantilly, VA 20151-1209 (703) 803-2980 www.smacna.org
RCSC	Research Council on Structural Connections c/o Sargent & Lundy Engineers 55 East Monroe St. Chicago, IL 60603 (866) 413-6677 www.boltco.uncil.org	SPIB	Southern Pine Inspection Bureau PO Box 10915 Pensacola, FL 32524-0915 (850) 434-2611 www.spib.org
RMA	Rubber Manufacturers Assn. 1400 K St., NW, Suite 900 Washington, DC 20005 (202) 682-4800 www.rma.org	SSPC	The Society for Protective Coatings 40 24th St., Sixth Floor Pittsburgh, PA 15222-4656 (877) 281-7772 www.sspc.org
SDI	Steel Deck Institute PO Box 25 Fox River Grove, IL 60021 (847) 458-4647 www.sdi.org	STI	Steel Tank Institute /Steel Plate Fabricators Assn. 570 Oakwood Road Lake Zurich, IL 60047 (847) 438-8265 www.steeltank.com
SDI	Steel Door Institute 30200 Detroit Road Westlake, OH 44145 (440) 899-0010 www.steeldoor.org	TAS	Texas Accessibility Standards Texas Dept. of Licensing & Regulation PO Box 12157 Austin, TX 78711 (800) 803-9202 www.license.state.tx.us/ab/abtas.htm

TCNA	Tile Council of North America 100 Clemson Research Blvd. Anderson, SC 29625 (864) 646-8453 www.tileusa.com	UNI-BELL	UNI-BELL PVC Pipe Association 2711 LBJ Freeway, Suite 1000 Dallas, TX 75234 (972) 243-3902 www.uni-bell.org
TCEQ	Texas Commission on Environmental Quality PO Box 13087 Austin, TX 78711-3087 (512) 239-1000 www.tceq.state.tx.us	WCLIB	West Coast Lumber Inspection Bureau P.O. Box 23145 Portland, OR 97281 (503) 639-0651 www.wclib.org
TxDOT	Texas Department of Transportation 125 E. 11th Street Austin, TX 78701 (512) 305-9500 www.dot.state.tx.us	WDMA	Window & Door Mfrs. Assn. (formerly National Woodwork Manufacturers Assn., NWMA) 410 N. Michigan Ave., Suite 2200 Chicago, IL 60611 (800) 223-2301 www.wdma.com
UL	Underwriters' Laboratories, Inc. 333 Pfingsten Road Northbrook, IL 60062-2096 (847) 272-8800 www.ul.com	WWPA	Western Wood Products Assn. 522 SW 5th Avenue, Suite 500 Portland, OR 97204-2122 (503) 224-3930 www.wwpa.com

1.3 PARTIAL LIST OF PHRASES

- A. Read " includes" and " including" as having the phrase "but not necessarily limited to" immediately following the words, if not otherwise written out.
- 8. "Required" means products, labor and services provided by the Contractor to properly complete the Work following the Contract Documents and the design concept expressed therein, such required work being determined and governed by field or shop conditions.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014219

SECTION 014529

TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS

- A. General Conditions of the Contract for Construction. Inspections and testing required by laws, ordinances, rules and regulations or orders of public authorities are the responsibility of the Contractor.
- B. Specification Sections. Contained in the various specification sections are requirements for certification of products, testing, adjusting and balancing of equipment; and other tests and standards.
- C. Subsurface Exploration. Section 00 31 32.
- D. Testing, Adjusting and Balancing of HVAC Systems. Section 23 05 93.

1.2 PAYMENT

- A. The Owner will employ and pay for services of an independent testing laboratory to perform specified testing.
- B. The Contractor shall employ and pay an independent testing laboratory for the specified testing services. Approval of the testing lab by the Owner must be obtained.
- C. The Contractor's bid includes an amount specified as an allowance to cover the cost of services for an independent testing laboratory, which will be selected by the Owner. Payments to the laboratory shall be made by the Contractor upon authorization of the Architect/Engineer.
- D. The Owner will pay monthly for testing services based on mutually agreeable unit prices for services rendered. Submit the laboratory invoice for review. The Architect/Engineer will forward the invoice to the Owner for payment.
- E. Employment of a testing laboratory by the Owner in no way relieves the Contractor of his obligation to perform the work according to the contract documents.

1.3 WORK INCLUDED

- A. Testing is required for the following items of work:
 - 1. Soils compaction control.
 - 2. Pile load tests.
 - 3. Asphalt concrete paving.
 - 4. Asphalt densities.

5. Portland cement concrete paving.
6. Concrete reinforcement.
7. Cast-in-place concrete.
8. Precast , prestressed concrete.
9. Mortar.
10. Structural metal framing.
11. Structural steel welding.
12. Roofing installation.
13. Sound reduction construction.
14. Radiation shielding.
15. Electromagnetic shielding.

1.4 TESTING LABORATORY QUALIFICATIONS

A. Standards.

1. Meet "Recommended Requirements for Independent Laboratory Qualification," latest edition, published by American Council of Independent Laboratories.
2. Meet basic requirements of ASTM E 329, " Standards of Recommended Practice for Inspection and Testing Agencies for Concrete and Steel as Used in Construction."
3. Submit copy of report of inspection of facilities made by Materials Reference Laboratory of National Bureau of Standards during most recent tour of inspection; with memorandum of remedies of any deficiencies reported by inspection.

B. Testing Equipment.

1. Calibrate at maximum 12-month intervals by devices of accuracy traceable to either the National Bureau of Standards or accepted values of physical constants.
2. Submit copy of certificate of calibration, made by accredited calibration agency.

1.5 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel; provide access to the work or to manufacturer's operations.
- B. Provide to laboratory, preliminary representative samples of materials to be tested, in required quantities.
- C. Furnish copies of mill test reports.
- D. Furnish labor and equipment:
 1. To provide access to the work to be tested.
 2. To obtain and handle samples at the site.
 3. To facilitate inspections and tests.
 4. For laboratory's exclusive use for storage and curing of test samples.
- E. Notify the Architect/Engineer and laboratory at least 48 hours in advance of operations to allow for his assignment of personnel and scheduling of tests.
- F. Arrange with the laboratory and pay for additional samples and tests required for the Contractor's convenience.

PART 2 - PRODUCTS

2.1 STEEL

- A. Observation and testing of shop welds and bolted work and nondestructive tests of completed welds when directed by Architect/Engineer.

2.2 ROOFING

- A. When directed by Architect/Engineer, take samples and test in accordance with ASTM D 2829.

PART 3 - EXECUTION

- A. Cooperate with the Architect/Engineer and Contractor; provide qualified personnel promptly on notice.
- B. Perform specified inspections, sampling and testing of materials and methods of construction :
 - 1. Comply with specified standards; ASTM or other recognized authorities, and as specified.
 - 2. Ascertain compliance with requirements of the contract documents.
- C. Promptly notify the Architect/Engineer and Contractor of irregularities or deficiencies of work which are observed during performance of services.
- D. Prepare and distribute reports of inspections and tests within 3 days of test completion or weekly on continuous work as follows:
 - 1. Architect /Engineer: two copies.
 - 2. Contractor: two copies.
 - 3. Owner: one copy.
- E. Include the following information for each test as well as additional data specified in the applicable section.
 - 1. Date of test.
 - 2. Location of test.
 - 3. Specified standards.
 - 4. Test results.
 - 5. Remarks.
- F. The laboratory is not authorized to stop the work or:
 - 1. Release, revoke, alter, or enlarge on requirements of the contract documents.
 - 2. Approve or accept any portion of the work.
 - 3. Perform any duties of the Contractor.

END OF SECTION 014529

SECTION 017834

WARRANTIES AND BONDS

PART 1 -GENERAL

1.1 RELATED REQUIREMENTS

- A. General Warranty of Construction, Conditions of the Contract.
- B. Contract Closeout, Section 01 70 00 or 01 77 00.

1.2 SUBMITTALS

A. Requirements.

1. Assemble two original signed copies of all warranties, bonds, and service and maintenance contracts, executed by each of the respective manufacturers, suppliers and subcontractors.
2. Provide complete information for each item, including, but not limited to, the following information:
 - a. Product or work item.
 - b. Firm, with name of principal, address and telephone number.
 - c. Scope.
 - d. Date of beginning and duration of warranty, bond, or service and maintenance contract.
 - e. Proper procedure for Owner's personnel in case of failure.
 - f. Instances which might affect validity of warranty or bond.
3. Provide a table of contents, neatly typed, in orderly sequence.
4. Place a copy of the equipment warranties in the Operations and Maintenance Manual for the equipment.

B. Form.

1. Prepare submittals in duplicate packets bound in 3-ring binders of commercial quality with cleanable plastic covers.
2. All materials should be 8-1/2" x 11" (larger sheets shall be folded to fit binders), punched to fit the 3-ring binders.
3. Include a cover sheet identifying each packet with the title: "WARRANTIES AND BONDS." Also list the project title and name of Contractor.

C. Time of Submittals.

1. For equipment or component parts of equipment put into service during progress of construction, submit documents within 10 days after inspection and acceptance.
2. Make submittals within 10 days after date of substantial completion, and prior to final request for payment.

3. For items of work where acceptance is delayed materially beyond the date of substantial completion, provide updated submittal within 10 days after acceptance, listing the date of acceptance as the start of the warranty period .

D. Required Submittals. Submit warranties, bonds, service and maintenance contracts as specified in the section listed in Section O1 3_ .

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017834

DIVISION 13

133419

SPECIAL CONSTRUCTION

Metal Building Systems

5. Changes made by change order or field order.
6. Details not on original contract drawings.

C. Legibly mark specifications and addenda to record:

1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
2. Changes made by change order or field order.
3. Other matters not originally specified.

D. Legibly annotate the following shop drawings to record changes made after review:

- 1.
- 2.

E. Delete Architect' s/Engineer' s seals from record documents.

1.5 SUBMITTAL

A. At project completion, submit record documents as required in Section 01 77 00. Place all letter-sized material in a 3-ring binder, neatly indexed. Bind contract drawings and shop drawings in rolls of convenient size for ease of handling.

B. Accompany the submittal with a transmittal letter in duplicate, containing:

1. Date.
2. Project title and number.
3. Contractor's name and address.
4. Title and number of each record document.
5. Certification that each document as submitted is complete and accurate.
6. Signature of Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017839

SECTION 024116

STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Demolition and removal of building elements.

- B. Related Requirements:

- 1. Section 011000 "Summary of Work".
- 2. Section 013216 "Construction Progress Schedule".
- 3. Section 024119 "Selective Demolition".

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.5 COORDINATION

- A. Arrange demolition schedule so as not to interfere with Owner's on-site operations or operations of adjacent occupied buildings.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Perform or engage a professional engineer to perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during building demolition operations.

3.2 DEMOLITION BY MECHANICAL MEANS

- A. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above before disturbing supporting members on the next lower level.

3.9 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.
 - 1. Clean roadways of debris caused by debris transport.

END OF SECTION 024116

SECTION 133419

METAL BUILDING SYSTEMS

PART 1- GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Structural-steel framing.
 - 2. Metal roof panels.
 - 3. Metal wall panels.
 - 4. Accessories.

1.3 DEFINITIONS

- A. Terminology Standard: See MBMA's "Metal Building Systems Manual" for definitions of terms for metal building system construction not otherwise defined in this Section or in standards referenced by this Section.

1.4 COORDINATION

- A. Coordinate sizes and locations of all members with actual field dimensions the contractor has taken in the field prior to any fabrication or design.
- B. Coordinate metal panel assemblies with rain drainage work, flashing, trim, and construction of supports and other adjoining work to provide a leak proof, secure, and noncorrosive installation.

1.5 PRE-INSTALLATION MEETINGS

- A. Pre-installation Conference: Conduct conference at Project site.
1. Review methods and procedures related to metal building systems including, but not limited to, the following:
 - a. Condition of existing structures and other preparatory work performed by other trades.
 - b. Structural load limitations.
 - c. Construction schedule. Verify availability of materials and erector's personnel, equipment, and facilities needed to make progress and avoid delays.
 - d. Required tests, inspections, and certifications.
 - e. Unfavorable weather and forecasted weather conditions and impact on construction schedule.
 2. Review methods and procedures related to metal roof panel assemblies including, but not limited to, the following:
 - a. Compliance with requirements for purlin and rafter conditions, including flatness and attachment to structural members.
 - b. Structural limitations of purlins and rafters during and after roofing.
 - c. Flashings, special roof details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect metal roof panels.
 - d. Temporary protection requirements for metal roof panel assembly during and after installation.
 - e. Roof observation and repair after metal roof panel installation.
 3. Review methods and procedures related to metal wall panel assemblies including, but not limited to, the following:
 - a. Compliance with requirements for support conditions, including alignment between and attachment to structural members.
 - b. Structural limitations of girts and columns during and after wall panel installation.
 - c. Flashings, special siding details, wall penetrations, openings, and condition of other construction that will affect metal wall panels.
 - d. Temporary protection requirements for metal wall panel assembly during and after installation.
 - e. Wall observation and repair after metal wall panel installation.

1.6 ACTION SUBMITTALS

- A. Product Data: For each type of metal building system component.
1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:
 - a. Metal roof panels.
 - b. Metal wall panels.
 - c. Metal soffit panels.

- d. Roof ventilators.
 - e. Louvers.
- B. Shop Drawings : Indicate components by others. Include full building plan, elevations, sections, details and the following:
- 1. Anchor-Rod Plans: Submit anchor-rod plans and templates before foundation work begins. Include location, diameter, and minimum required projection of anchor rods required to attach metal building to foundation. Indicate column reactions at each location.
 - 2. Structural-Framing Drawings: Show complete fabrication of primary and secondary framing; include provisions for openings. Indicate welds and bolted connections, distinguishing between shop and field applications. Include transverse cross-sections.
 - 3. Metal Roof and Wall Panel Layout Drawings: Show layouts of panels including methods of support. Include details of edge conditions, joints, panel profiles, comers, anchorages, clip spacing, trim, flashings, closures, and special details. Distinguish between factory- and field-assembled work; show locations of exposed fasteners.
 - a. Show roof-mounted items including roof hatches, equipment supports, pipe supports and penetrations, lighting fixtures, and items mounted on roof curbs.
 - b. Show wall-mounted items including personnel doors, vehicular doors, louvers, and lighting fixtures.
 - 4. Accessory Drawings: Include details of the following items, at a scale of not less than 1-1/2 inches per 12 inches (1:8):
 - a. Flashing and trim.
 - b. Gutters.
 - c. Downspouts.
 - d. Service walkways.
- C. Samples for Initial Selection: For units with factory-applied finishes.
- D. Samples for Verification: For the following products:
- 1. Panels: Nominal 12 inches (300 mm) long by actual panel width. Include fasteners, closures, and other exposed panel accessories.
 - 2. Flashing and Trim: Nominal 12 inches (300 mm) long. Include fasteners and other exposed accessories.
 - 3. Vapor-Retarder Facings: Nominal 6-inch- (150-mm-) square Samples.
 - 4. Windows: Full-size, nominal 12-inch- (300-mm-) long frame Samples showing typical profile.
 - 5. Accessories: Nominal 12-inch- (300-mm-) long Samples for each type of accessory.

- E. Delegated-Design Submittal: For metal building systems.
 - 1. Include analysis data indicating compliance with performance requirements and design data signed and sealed by the qualified professional engineer licensed in the state of Texas responsible for their preparation.

1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For erector, manufacturer and land surveyor.
- B. Welding certificates.
- C. Letter of Design Certification: Signed and sealed by a qualified professional engineer. Include the following:
 - 1. Name and location of Project.
 - 2. Order number.
 - 3. Name of manufacturer.
 - 4. Name of Contractor.
 - 5. Building dimensions including width, length, height, and roof slope.
 - 6. Indicate compliance with AISC standards for hot-rolled steel and AISI standards for cold-rolled steel, including edition dates of each standard.
 - 7. Governing building code and year of edition.
 - 8. Design Loads: Include dead load, roof live load, collateral loads, roof snow load, deflection, wind loads/speeds and exposure, seismic design category or effective peak velocity-related acceleration/peak acceleration, and auxiliary loads (cranes).
 - 9. Load Combinations: Indicate that loads were applied acting simultaneously with concentrated loads, according to governing building code.
 - 10. Building-Use Category: Indicate category of building use and its effect on load importance factors.
- D. Erector Certificates: For qualified erector, from manufacturer.
- E. Material Test Reports: For each of the following products:
 - 1. Structural steel including chemical and physical properties.
 - 2. Bolts, nuts, and washers including mechanical properties and chemical analysis.
 - 3. Tension-control, high-strength, bolt-nut-washer assemblies.
 - 4. Shop primers.
 - 5. Nonshrink grout.
- F. Source quality-control reports.
- G. Field quality-control reports.

H. Surveys: Show final elevations and locations of major members. Indicate discrepancies between actual installation and the Contract Documents. Have surveyor who performed surveys certify their accuracy.

I. Sample Warranties: For special warranties.

1.8 CLOSEOUT SUBMITTALS

A. Maintenance Data: For metal panel finishes and door hardware to include maintenance manuals.

1.9 QUALITY ASSURANCE

A. Manufacturer Qualifications: A qualified manufacturer.

1. Accreditation: Manufacturer's facility accredited according to the International Accreditation Service's AC472, "Accreditation Criteria for Inspection Programs for Manufacturers of Metal Building Systems."
2. Engineering Responsibility: Preparation of comprehensive engineering analysis and Shop Drawings by a professional engineer who is legally qualified to practice in jurisdiction where Project is located.

B. Erector Qualifications: An experienced erector who specializes in erecting and installing work similar in material, design, and extent to that indicated for this Project and who is acceptable to manufacturer.

C. Welding Qualifications: Qualify procedures and personnel according to the following:

- I. AWS D 1.1 /D1.1 M, "Structural Welding Code - Steel."
1. AWS D1.3, "Structural Welding Code - Sheet Steel."

D. Structural Steel: Comply with AISC 360, "Specification for Structural Steel Buildings," for design requirements and allowable stresses.

E. Cold-Formed Steel: Comply with AISI's "North American Specification for the Design of Cold-Formed Steel Structural Members" for design requirements and allowable stresses.

F. Land Surveyor Qualifications: A professional land surveyor who practices in jurisdiction where Project is located and who is experienced in providing surveying services of the kind indicated.

G. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.

1. Build mockup of typical wall area as shown on Drawings.
2. Build mockups for typical wall metal panel including accessories.
 - a. Size: 48 inches (1200 mm) long by 48 inches (1200 mm).

3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.

1.10 DELIVERY, STORAGE, AND HANDLING

- A. Deliver components, sheets, panels, and other manufactured items so as not to be damaged or deformed. Package metal panels properly for protection during transportation and handling.
- B. Unload, store, and erect metal panels in a manner to prevent bending, warping, twisting, and surface damage.
- C. Stack metal panels horizontally on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal panels to ensure dryness, with positive slope for drainage of water. Do not store metal panels in contact with other materials that might cause staining, denting, or other surface damage.
- D. Protect foam-plastic insulation as follows:
 1. Do not expose to sunlight, except to extent necessary for period of installation and concealment.
 2. Protect against ignition at all times. Do not deliver foam-plastic insulation materials to Project site before installation time.
 3. Complete installation and concealment of foam-plastic materials as rapidly as possible in each area of construction.

1.11 FIELD CONDITIONS

- A. Weather Limitations: Proceed with panel installation only when weather conditions permit metal panels to be installed according to manufacturers' written instructions and warranty requirements.

1.12 WARRANTY

- A. Special Warranty on Metal Panel Finishes: Manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.
 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 2. Finish Warranty Period: 20 years from date of Substantial Completion.
- B. Special Weathertightness Warranty for Standing-Seam Metal Roof Panels: Manufacturer agrees to repair or replace standing-seam metal roof panel assemblies that leak or otherwise fail to remain weathertight within specified warranty period.

1. Warranty Period: 20 years from date of Substantial Completion.

PART 2- PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. American Steel Building Co., Inc.
 2. Butler Manufacturing Company; a BlueScope Steel company.
 3. Ceco Building Systems; Division of NCI Building Systems, L.P.
 4. Metallic Building Company; Division of NCI Building Systems, L.P.
 5. Nucor Building Systems.
 6. Star Building Systems; an NCI company.
 7. Whirlwind Building Systems.
 8. Kirby Building Systems, a Nucor Company.
 9. Mid-West, Steel Building Company.
- B. Source Limitations: Obtain metal building system components, including primary and secondary framing and metal panel assemblies, from single source from single manufacturer.

2.2 SYSTEM DESCRIPTION

- A. Provide a complete, integrated set of mutually dependent components and assemblies that form a metal building system capable of withstanding structural and other loads, thermally induced movement, and exposure to weather without failure or infiltration of water into building interior.
- B. Primary-Frame Type:
 1. Rigid Clear Span: Solid-member, structural-framing system without interior columns.
 2. Lean-to (*Add Alternate Only*): Solid-member, structural-framing system, designed to be partially supported by the Rigid Clear Span structure. *The base bid shall include accommodations for the add alternate whether or not it is accepted at time of award to accommodate a potential future construction.*
- C. End-Wall Framing: Manufacturer's standard, for buildings not required to be expandable, consisting of primary frame, capable of supporting one-half of a bay design load, and end-wall columns and rafters.
- D. Secondary-Frame Type: Manufacturer's standard purlins and joists and exterior-framed (bypass) girts.
- E. Eave Height: As indicated by nominal height on Drawings.
- F. Bay Spacing: As indicated on Drawings.
- G. Roof Slope: 3 inch per 12 inches (3:12) or 5 inch per 12 inches (5:12) as indicated on the drawings.

- H. Roof System: Mechanically-seamed, Concealed Fastener, Metal Roof Panels: Structural metal roof panel consisting of formed metal sheet with vertical ribs at panel edges, installed by attaching panels to supports using concealed clips and fasteners in a weathertight installation.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - a. Basis of Design: Metal Building Components Inc. (MBCI), Houston TX.
 - 1) SuperLok Metal Roof Panels.
- I. Liner Panels: Tapered rib.
- J. Exterior Wall System: Exposed fastener lap seam wall panels with major and minor ribs.
 - 1. Basis of Design: Basis of Design: PBR Metal Wall Panel System manufactured by Horizon Structural Systems, New Braunfels TX.
- K. Liner Panels: Flush profile.

2.3 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer licensed in the state of Texas, as defined in Section 014000 "Quality Requirements," to design metal building system.
- B. The project is located in Galveston County which is a first tier coastal county in the State of Texas and a designated catastrophe area as defined by the Texas Department of Insurance (TDI).
- C. In addition to satisfying the requirements of the International Building Code and referenced standards, all building envelope products and assemblies shall be approved for use by the TDI and shall comply with the following requirements:
 - 1. Wind Loads - Components and Cladding (C&C); applied in accordance with Chapters 26 to 30 of the ASCE/SEI 7-16 Standard, "Minimum Design Loads for Buildings and Other Structures."
 - a. Basic Wind Speed, $V = 160$ mph (3-second gust; ultimate)
 - b. Wind Directionality Factor, $K_{ct} = 1.0$
 - c. Exposure Category = C
 - d. Internal Pressure Coefficient, $GC_{pi} = +/- 0.18$ (enclosed buildings)
 - 2. Minimum Wall and Roof Zonal Wind Pressures; as defined on the drawings.
- D. Windborne-Debris-Impact Resistance for structures located in the Seaward Area: All exterior openings shall comply with enhanced-protection testing requirements in ASTM E 1996 for Wind Zone 3 when tested according to ASTM E 1886. Exterior openings shall include all exterior windows, exterior doors, garage doors and skylights. Test specimens shall be no smaller in width and length than the opening indicated for use on project and shall be installed in same manner as opening indicated for use on project. Exterior opening protection for windborne debris shall meet the requirements of an approved impact-resisting standard or ASTM E 1996 and ASTM 1886 referenced therein as follows:

1. Large-Missile Test: For exterior openings located within 30 feet (9.1 m) of grade shall meet the requirements of the Large Missile Test of ASTM E 1996.
 2. Small-Missile Test: For exterior openings located more than 30 feet (9.1 m) above grade shall meet the provisions of the Small Missile Test of ASTM E 1996.
- E. Structural Performance: Metal building systems shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated according to procedures in MBMA's "Metal Building Systems Manual."
1. Design Loads: As indicated on Drawings and as required by ASCE/SEI 7.
 - a. Metal building manufacturer shall examine the Contract Documents and coordinate with the Contractor to ensure all loads, including auxiliary and collateral loads, are accounted for in the design.
 - b. A minimum collateral load of 10 psf shall be accounted for in the design in addition to other auxiliary and collateral loads which may be identified on the Drawings.
 2. Deflection and Drift Limits: No greater than the following:
 - a. Purlins and Rafters: Vertical deflection of 1/240 of the span.
 - b. Girts: Horizontal deflection of 1/240 of the span.
 - c. Metal Roof Panels: Vertical deflection of 1/240 of the span.
 - d. Metal Wall Panels: Horizontal deflection of 1/240 of the span.
 - e. Design secondary-framing system to accommodate deflection of primary framing and construction tolerances, and to maintain clearances at openings.
 - f. Lateral Drift: Maximum of 1/400 of the building height.
- F. Seismic Performance: Metal building system shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
- G. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.
- H. Fire-Resistance Ratings: Where assemblies are indicated to have a fire-resistance rating, provide metal panel assemblies identical to those of assemblies tested for fire resistance per ASTM E 119 or ASTM E 108 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
1. Indicate design designations from UL's "Fire Resistance Directory," FM Global's "Approval Guide," or from the listings of another qualified testing agency.
- I. Fire Propagation Characteristics: Exterior wall assemblies containing foam plastics pass NFPA 285 fire test.

- J. Fire-Rated Door Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252 or UL 10C.
 - 1. Oversize Fire-Rated Door Assemblies: For units exceeding sizes of tested assemblies provide certification by a qualified testing agency that doors comply with standard construction requirements for tested and labeled fire-rated door assemblies except for size.
- K. Structural Performance for Metal Roof and Wall Panels: Provide metal panel systems capable of withstanding the effects of the following loads, based on testing according to ASTM E 1592:
 - 1. Wind Loads: As indicated on Drawings.
- L. Air Infiltration for Metal Roof Panels: Air leakage of not more than 0.06 cfm/sq. ft. (0.3 Lis per sq. m) when tested according to ASTM E 1680 at the following test-pressure difference:
 - 1. Test-Pressure Difference: 6.24 lbf/sq. ft. (300 Pa).
- M. Air Infiltration for Metal Wall Panels: Air leakage of not more than 0.06 cfm/sq. ft. (0.3 Lis per sq. m) when tested according to ASTM E 283 at the following test-pressure difference:
 - 1. Test-Pressure Difference: 6.24 lbf/sq. ft. (300 Pa).
- N. Water Penetration for Metal Roof Panels: No water penetration when tested according to ASTM E 1646 at the following test-pressure difference:
 - 1. Test-Pressure Difference: 6.24 lbf/sq. ft. (300 Pa).
- O. Water Penetration for Metal Wall Panels: No water penetration when tested according to ASTM E 331 at the following test-pressure difference:
 - 1. Test-Pressure Difference: 6.24 lbf/sq. ft. (300 Pa).
- P. Wind-Uplift Resistance: Provide metal roof panel assemblies that comply with UL 580 for wind-uplift-resistance class indicated.
 - 1. Uplift Rating: UL 90.
- Q. Solar Reflectance Index: Not less than 82 according to ASTM E 1980.
- R. Thermal Performance for Opaque Elements: Provide the following maximum CT-factors and minimum R-values when tested according to ASTM C 1363 or ASTM C 518:
 - 1. Roof:
 - a. CT-Factor: U-0.035.
 - b. R-Value: R-38, Attic and other.
 - 2. Walls:
 - a. CT-Factor: U-0.079.

- b. R-Value: R-13 + R-6.5 (continuous).

2.4 STRUCTURAL-STEEL FRAMING

- A. Structural Steel: Comply with AISC 360, "Specification for Structural Steel Buildings."
- B. Bolted Connections: Comply with RCSC's "Specification for Structural Joints Using High-Strength Bolts."
- C. Cold-Formed Steel: Comply with AISI's "North American Specification for the Design of Cold-Formed Steel Structural Members" for design requirements and allowable stresses.
- D. Primary Framing: Manufacturer's standard primary-framing system, designed to withstand required loads and specified requirements. Primary framing includes transverse and lean-to frames; rafters, rake, and canopy beams; sidewall, intermediate, end-wall, and corner columns; and wind bracing.
 - 1. General: Provide frames with attachment plates, bearing plates, and splice members. Factory drill for field-bolted assembly. Provide frame span and spacing indicated.
 - 2. Frame Configuration: Single gable.
 - 3. Exterior Column: Tapered.
 - 4. Rigid Frame and Lean-to Rafters: Tapered.
 - 5. Lean-to Column: Straight.
- E. End-Wall Framing: Manufacturer's standard primary end-wall framing fabricated for field-bolted assembly to comply with the following:
 - 1. End-Wall and Corner Columns: I-shaped sections fabricated from structural-steel shapes; shop-welded, built-up steel plates; or C-shaped, cold-formed, structural-steel sheet.
 - 2. End-Wall Rafters: C-shaped, cold-formed, structural-steel sheet; or I-shaped sections fabricated from shop-welded, built-up steel plates or structural-steel shapes.
- F. Secondary Framing: Manufacturer's standard secondary framing, including purlins, girts, eave struts, flange bracing, base members, gable angles, clips, headers, jambs, and other miscellaneous structural members. Unless otherwise indicated, fabricate framing from either cold-formed, structural-steel sheet or roll-formed, metallic-coated steel sheet, prepainted with coil coating, to comply with the following:
 - 1. Purlins: C- or Z-shaped sections; fabricated from built-up steel plates, steel sheet, or structural-steel shapes; minimum 2-1/2-inch-wide flanges.
 - a. Depth: As needed to comply with system performance requirements.
 - 2. Girts: C- or Z-shaped sections; fabricated from built-up steel plates, steel sheet, or structural-steel shapes. Form ends of Z-sections with stiffening lips angled 40 to 50 degrees from flange, with minimum 2-1/2-inch-wide flanges.
 - a. Depth: As indicated on Drawings.

3. Eave Struts: Unequal-flange, C-shaped sections; fabricated from built-up steel plates, steel sheet, or structural-steel shapes; to provide adequate backup for metal panels.
 4. Flange Bracing: Minimum 2-by-2-by-1/8-inch structural-steel angles or 1-inch diameter, cold-formed structural tubing to stiffen primary-frame flanges.
 5. Sag Bracing: Minimum 1-by-1-by-1/8-inch structural-steel angles.
 6. Base or Sill Angles: Manufacturer's standard base angle, minimum 3-by-2-inch, fabricated from zinc-coated (galvanized) steel sheet.
 7. Purlin and Girt Clips: Manufacturer's standard clips fabricated from steel sheet. Provide galvanized clips where clips are connected to galvanized framing members.
 8. Framing for Openings: Channel shapes; fabricated from cold-formed, structural-steel sheet or structural-steel shapes. Frame head and jamb of door openings and head, jamb, and sill of other openings.
 9. Miscellaneous Structural Members: Manufacturer's standard sections fabricated from cold-formed, structural-steel sheet; built-up steel plates; or zinc-coated (galvanized) steel sheet; designed to withstand required loads.
- G. Canopy or Lean-to Framing: Manufacturer's standard structural-framing system, designed to withstand required loads; fabricated from shop-welded, built-up steel plates or structural-steel shapes. Provide frames with attachment plates and splice members, factory drilled for field-bolted assembly.
1. Type: Tapered-beam with Straight Columns.
- H. Bracing: Provide adjustable wind bracing using any method as follows:
1. Rods: ASTM A 36/A 36M; ASTM A 572/A 572M, Grade 50; or ASTM A 529/A 529M, Grade 50; minimum 1/2-inch diameter steel; threaded full length or threaded a minimum of 6 inches at each end.
 2. Cable: ASTM A 475, minimum 1/4-inch diameter, extra-high-strength grade, Class B, zinc-coated, seven-strand steel; with threaded end anchors.
 3. Angles: Fabricated from structural-steel shapes to match primary framing, of size required to withstand design loads.
 4. Rigid Portal Frames: Fabricated from shop-welded, built-up steel plates or structural-steel shapes to match primary framing; of size required to withstand design loads.
- I. Anchor Rods: Headed anchor rods as indicated in Anchor Rod Plan for attachment of metal building to foundation.
- J. Materials:
1. W-Shapes: ASTM A 992/A 992M; ASTM A 572/A 572M, Grade 50 or 55; or ASTM A 529/A 529M, Grade 50 or 55.
 2. Channels, Angles, M-Shapes, and S-Shapes: ASTM A 36/A 36M; ASTM A 572/A 572M, Grade 50 or 55; or ASTM A 529/A 529M, Grade 50 or 55.
 3. Plate and Bar: ASTM A 36/A 36M; ASTM A 572/A 572M, Grade 50 or 55; or ASTM A 529/A 529M, Grade 50 or 55.
 4. Cold-Formed Hollow Structural Sections: ASTM A 500, Grade B or C, structural tubing.
 5. Structural-Steel Sheet: Hot-rolled, ASTM A 1011/A 1011M, Structural Steel (SS), Grades 30 through 55, or High-Strength Low-Alloy Steel (HSLAS) or High-Strength Low-Alloy Steel with Improved Formability (HSLAS-F), Grades 45 through 70; or cold-

- rolled, ASTM A 1008 /A 1008M, Structural Steel (SS), Grades 25 through 80, or HSLAS, Grades 45 through 70.
6. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, SS, Grades 33 through 80, or HSLAS or HSLAS-F, Grades 50 through 80; with G60 coating designation; mill phosphatized.
 7. Metallic-Coated Steel Sheet Prepainted with Coil Coating: Steel sheet, metallic coated by the hot-dip process and prepainted by the coil-coating process to comply with ASTM A 755/A 755M.
 - a. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, SS, Grades 33 through 80, or HSLAS or HSLAS-F, Grades 50 through 80; with G90 coating designation.
 - b. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, SS, Grade 50 or 80; with Class AZ50 coating.
 8. Non-High-Strength Bolts, Nuts, and Washers: ASTM A 307, Grade A, carbon-steel, hex-head bolts; ASTM A 563 (ASTM A 563M) carbon-steel hex nuts; and ASTM F 844 plain (flat) steel washers.
 - a. Finish: Hot-dip zinc coating, ASTM F 2329, Class C.
 9. Structural Bolts, Nuts, and Washers: ASTM A 325 (ASTM A 325M), Type 1, heavy-hex steel structural bolts; ASTM A 563 (ASTM A 563M) heavy-hex carbon-steel nuts; and ASTM F 436 (ASTM F 436M) hardened carbon-steel washers.
 - a. Finish: Hot-dip zinc coating, ASTM F 2329, Class C.
 10. Unheaded and Headed Anchor Rods: ASTM F 1554, Grade 55.
 - a. Configuration: Straight.
 - b. Nuts: ASTM A 563 (ASTM A 563M) heavy-hex carbon steel.
 - c. Plate Washers: ASTM A 36/A 36M carbon steel.
 - d. Washers: ASTM F 436 (ASTM F 436M) hardened carbon steel.
 - e. Finish: Hot-dip zinc coating, ASTM F 2329, Class C.
 11. Threaded Rods: ASTM A 193/A 193M, ASTM A 572/A 572M, Grade 50, ASTM A 36/A 36M, or ASTM A 307, Grade A.
 - a. Nuts: ASTM A 563 (ASTM A 563M) heavy-hex carbon steel.
 - b. Washers: ASTM F 436 (ASTM F 436M) hardened or ASTM A 36/A 36M carbon steel.
 - c. Finish: Hot-dip zinc coating, ASTM F 2329, Class C.
- K. Finish: Hot Dipped Galvanized after fabrication.

2.5 METAL ROOF PANELS

- A. Mechanically-seamed, Concealed Fastener, Metal Roof Panels: Structural metal roof panel consisting of formed metal sheet with vertical ribs at panel edges, installed by attaching panels to supports using concealed clips and fasteners in a weathertight installation.
1. Basis of Design: MBCI, SuperLok.
 2. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - a. Horizon Structural Systems.
 - b. ACI Building Systems.
 - c. Alliance Steel.
 - d. Berridge Manufacturing Company.
 - e. Building Components, Inc.
 - f. Central States Manufacturing.
 - g. Drexel Metals LLC.
 - h. North Texas Metal Roofing & Construction, Inc.
 3. Texas Department of Insurance product evaluation: RC-392.
 4. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, structural quality, Grade 50, Coating Class AZ50 (Grade 340, Coating Class AZM150), pre-painted by the coil-coating process per ASTM A 755/A 755M.
 - a. Nominal Coated Thickness: 24 gage.
 - b. Panel Surface: Smooth with striations in pan.
 - c. Exterior Finish Fluoropolymer two-coat system.
 - d. Color: As selected by Owner from manufacturer's standard colors.
 - e. Panel Width: 16 inches (406 mm).
 - f. Panel Seam Height: 2 inch (50.8 mm).
 - g. Joint Type: Mechanically seamed.

2.6 METAL WALL PANELS

- A. General: Provide factory-formed metal panels designed to be field assembled by lapping side edges of adjacent panels and mechanically attaching panels to supports using exposed fasteners in side laps. Include accessories required for weathertight installation.
- B. Tapered-Rib-Profile, Exposed-Fastener Metal Wall Panels (MWP-2): Formed with raised, trapezoidal major ribs and intermediate stiffening ribs symmetrically spaced between major ribs, installed by lapping edges of adjacent panels.
1. Basis-of-Design Product: Subject to compliance with requirements, provide Horizon Structural Systems; PBR Metal wall Panel or comparable product by one of the following:
 - a. Associated Steel Group.
 - b. ACI Building Systems.
 2. Texas Department of Insurance product evaluation: RC-432.

- C. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, structural quality, Grade 50 class 1, Coating Class AZ50 (Grade 340, Coating Class AZM15 0), pre-painted by the coil-coating process per ASTM A 755/A 755M.
1. Nominal Coated Thickness: 24 gage.
 2. Surface: Smooth, flat finish.
 3. Exterior Finish: Fluoropolymer two-coat system.
 4. Color: As selected by Architect from manufacturer's full range.
 5. Major-Rib Spacing: 12 inches (305 mm) o.c.
 6. Panel Coverage: 36 inches (914 mm).
 7. Panel Height: 1-1/4 inch (31.8 mm).
- D. Flush-Profile, Metal Liner Panels: Solid panels formed with vertical panel edges and flat pan between panel edges; with flush joint between panels; designed for interior side of metal wall panel assemblies and installed by lapping and interconnecting side edges of adjacent panels and mechanically attaching through panel to supports using concealed fasteners and factory-applied sealant in side laps.
1. Material: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, 0.030-inch (0.76 -mm) nominal uncoated steel thickness. Pre-painted by the coil-coating process to comply with ASTM A 755/A 755M.
 - a. Exterior Finish: Siliconized polyester.
 - b. Color: As selected by Architect from manufacturer's full range.
 2. Sound Absorption: NRC not less than 0.65 when tested according to ASTM C 423.
 3. Panel Coverage: 12 inches (305 mm).
 4. Panel Height: 1.5 inches (38 mm).
- E. Finishes:
1. Exposed Coil-Coated Finish:
 - a. Two-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 2. Concealed Finish: Apply pretreatment and manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil (0.013 mm).

2.7 THERMAL INSULATION

- A. Faced Metal Building Insulation: ASTM C 991, Type I, glass-fiber-blanket insulation ; 0.5-lb/cu. ft. (8-kg/cu. m) density; 2-inch- (51-mm-) wide, continuous, vapor-tight edge tabs; with a flame-spread index of 25 or less, smoke developed 50 or less: ASTM E84.Noncombustible: E136.
1. Basis of design: Johns Manville Microlite L blanket insulation, R-25, thickness: 7.5 inches.

- B. Faced, Polyisocyanurate Board Insulation: ASTM C 1289, Type I (1.25 mil embossed aluminum facers), Class 2, with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, based on tests performed on un-faced core. Provide units tested for interior exposure without an approved thermal barrier.
 - 1. Basis of design: THERMAX building Board, R-13, thickness: 2 inches.
- C. Retainer Strips: For securing insulation between supports, 0.025-inch (0.64-mm) nominal-thickness, formed, metallic-coated steel or PVC retainer clips colored to match insulation facing.
- D. Vapor-Retarder Facing: ASTM C 1136, with permeance not greater than 0.02 perm (1.15 ng/Pa x s x sq. m) when tested according to ASTM E 96/E 96M, Desiccant Method.
 - 1. Composition: White polypropylene film facing and fiberglass-polyester-blend fabric backing.
- E. Vapor-Retarder Tape: Pressure-sensitive tape of type recommended by vapor-retarder manufacturer for sealing joints and penetrations in vapor retarder.

2.8 ACCESSORIES

- A. General: Provide accessories as standard with metal building system manufacturer and as specified. Fabricate and finish accessories at the factory to greatest extent possible, by manufacturer's standard procedures and processes. Comply with indicated profiles and with dimensional and structural requirements.
 - 1. Form exposed sheet metal accessories that are without excessive oil-canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
- B. Roof Panel Accessories: Provide components required for a complete metal roof panel assembly including copings, fasciae, comer units, ridge closures, clips, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal roof panels unless otherwise indicated.
 - 1. Closures: Provide closures at eaves and ridges, fabricated of same material as metal roof panels.
 - 2. Clips: Manufacturer's standard, formed from stainless -steel sheet, designed to withstand negative-load requirements.
 - 3. Cleats: Manufacturer's standard, mechanically seamed cleats formed from stainless-steel sheet or nylon-coated aluminum sheet.
 - 4. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.
 - 5. Closure Strips: Closed-cell, expanded, cellular , rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch- (25-mm-) thick , flexible closure

- strips; cut or pre-molded to match metal roof panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.
6. Thermal Spacer Blocks: Where metal panels attach directly to purlins, provide thermal spacer blocks of thickness required to provide 1-inch (25-mm) standoff; fabricated from extruded polystyrene.
- C. Wall Panel Accessories: Provide components required for a complete metal wall panel assembly including copings, fasciae, mullions, sills, comer units, clips, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal wall panels unless otherwise indicated.
1. Closures: Provide closures at eaves and rakes, fabricated of same material as metal wall panels.
 2. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.
 3. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch- (25-mm-) thick, flexible closure strips; cut or pre-molded to match metal wall panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.
- D. Flashing and Trim: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, 0.018-inch (0.46-mm) nominal uncoated steel thickness, pre-painted with coil coating; finished to match adjacent metal panels.
1. Provide flashing and trim as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, comers, bases, framed openings, ridges, fasciae, and fillers.
 2. Opening Trim: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, [0.018-inch (0.46-mm)] [0.030-inch (0.76-mm)] nominal uncoated steel thickness, pre-painted with coil coating. Trim head and jamb of door openings, and head, jamb, and sill of other openings.
- E. Gutters: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, 0.018-inch (0.46-mm) nominal uncoated steel thickness, pre-painted with coil coating; finished to match roof fascia and rake trim. Match profile of gable trim, complete with end pieces, outlet tubes, and other special pieces as required. Fabricate in minimum 96-inch- (2438-mm-) long sections, sized according to SMACNA's "Architectural Sheet Metal Manual."
1. Gutter Supports: Fabricated from same material and finish as gutters.
 2. Strainers: Bronze, copper, or aluminum wire ball type at outlets.
- F. Downspouts: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, 0.018-inch (0.46-mm) nominal uncoated steel thickness, pre-painted with coil coating; finished to match metal wall panels. Fabricate in minimum 10-foot- (3-m-) long sections, complete with formed elbows and offsets.
1. Mounting Straps: Fabricated from same material and finish as gutters.
- G. Louvers: Size and design indicated; self-framing and self-flashing. Fabricate welded frames Extruded aluminum blades and frames, 6063-TS alloy, 0.081-inch minimum thickness for 4-inch thick louver; finished to match metal wall panels. Fabricate louvers with equal blade spacing to

produce uniform appearance. Louvers shall be impact resistant. Blades should be drainable. Minimum size 12 inches x 12 inches and maximum single section size: 72 inches x 144 inches.

1. Blades: Fixed
 2. Free Area - 4 ft x 4 ft unit: 9.41 ft² (0.88 m²).
 3. Blade Angle: 35°.
 4. Percent Free Area: 59%
 5. Beginning point of Water Penetration: 1,077 fpm (5.47 m/s).
 6. Air Volume Flow Rate at Beginning Point of Water Penetration: 10,135 cfm (4.78 m³/s).
 7. Pressure Drop at Beginning Point of Water Penetration: 0.20 in H₂O (0.05 kPa).
 8. Maximum Qualified Wind Design Load :+/- 150 PSF (7.2 kPa)
 9. Bird/ Insect Screening: 1/2-inch- (13-mm-) square mesh, 0.041-inch (1.04-mm) wire; with rewirable frames, removable and secured with clips; fabricated of same kind and form of metal and with same finish as louvers. Stainless steel fasteners.
 - a. Mounting: Interior face of louvers.
 10. Vertical Mullions: Provide mullions at spacings recommended by manufacturer, or 72 inches (1830 mm) o.c., whichever is less.
 11. Test Standard: AMCA Standard 500-L.
 12. Texas Department of Insurance Product Evaluation: LVR-08.
 13. Basis of Design: Airolite, model K6746MD or ESD-635 Greenheck Fan Corporation.
- H. Roof Curbs: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, 0.048-inch (1.21-mm) nominal uncoated steel thickness pre-painted with coil coating; finished to match metal roof panels; with welded top box and bottom skirt, and integral full-length cricket; capable of withstanding loads of size and height indicated.
1. Curb Subframing: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, 0.060-inch (1.52-mm) nominal uncoated steel thickness, angle-, C-, or Z-shaped metallic-coated steel sheet.
 2. Insulation: 1-inch- (25-mm-) thick, rigid type.
- I. Pipe Flashing: Pre-molded, EPDM pipe collar with flexible aluminum ring bonded to base.
- J. Materials:
1. Fasteners: Self-tapping screws, bolts, nuts, self-locking rivets and bolts, end-welded studs, and other suitable fasteners designed to withstand design loads. Provide fasteners with heads matching color of materials being fastened by means of plastic caps or factory-applied coating.
 - a. Fasteners for Metal Roof Panels: Self-drilling or self-tapping, zinc-plated, hex-head carbon-steel screws, with a stainless-steel cap or zinc-aluminum-alloy head and EPDM sealing washer.
 - b. Fasteners for Metal Roof Panels: Self-drilling, Type 410 stainless steel or self-tapping, Type 304 stainless-steel or zinc-alloy-steel hex washer head, with EPDM washer under heads of fasteners bearing on weather side of metal panels.
 - c. Fasteners for Metal Wall Panels: Self-drilling or self-tapping, zinc-plated, hex-head carbon-steel screws, with EPDM sealing washers bearing on weather side of metal panels.

- d. Fasteners for Metal Wall Panels: Self-drilling, Type 410 stainless steel or self-tapping, Type 304 stainless-steel or zinc-alloy-steel hex washer head, with EPDM sealing washers bearing on weather side of metal panels.
 - e. Fasteners for Flashing and Trim: Blind fasteners or self-drilling screws with hex washer head.
 - f. Blind Fasteners: High-strength aluminum or stainless-steel rivets.
- 2. Corrosion-Resistant Coating: Cold-applied asphalt mastic, compounded for 15-mil (0.4-mm) dry film thickness per coat. Provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.
 - 3. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107/C 1107M, factory-packaged, nonmetallic aggregate grout, noncorrosive, nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.
 - 4. Metal Panel Sealants:
 - a. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene-compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape of manufacturer's standard size.
 - b. Joint Sealant: ASTM C 920; one part elastomeric polyurethane or polysulfide; of type, grade, class, and use classifications required to seal joints in metal panels and remain weathertight; and as recommended by metal building system manufacturer.

2.9 FABRICATION

- A. General: Design components and field connections required for erection to permit easy assembly.
 - 1. Mark each piece and part of the assembly to correspond with previously prepared erection drawings, diagrams, and instruction manuals.
 - 2. Fabricate structural framing to produce clean, smooth cuts and bends. Punch holes of proper size, shape, and location. Members shall be free of cracks, tears, and ruptures.
- B. Tolerances: Comply with MBMA's "Metal Building Systems Manual" for fabrication and erection tolerances.
- C. Primary Framing: Shop fabricate framing components to indicated size and section, with baseplates, bearing plates, stiffeners, and other items required for erection welded into place. Cut, form, punch, drill, and weld framing for bolted field assembly.
 - 1. Make shop connections by welding or by using high-strength bolts.
 - 2. Join flanges to webs of built-up members by a continuous, submerged arc-welding process.
 - 3. Brace compression flange of primary framing with steel angles or cold-formed structural tubing between frame web and purlin web or girt web, so flange compressive strength is within allowable limits for any combination of loadings.
 - 4. Weld clips to frames for attaching secondary framing if applicable, or punch for bolts.
 - 5. Shop Priming: Prepare surfaces for shop priming according to SSPC-SP 2. Shop prime primary framing with specified primer after fabrication.

- D. Secondary Framing: Shop fabricate framing components to indicated size and section by roll forming or break forming, with baseplates, bearing plates, stiffeners, and other plates required for erection welded into place. Cut, form, punch, drill, and weld secondary framing for bolted field connections to primary framing.
 - 1. Make shop connections by welding or by using non-high-strength bolts.
 - 2. Shop Priming: Prepare uncoated surfaces for shop priming according to SSPC-SP 2. Shop prime uncoated secondary framing with specified primer after fabrication.
- E. Metal Panels: Fabricate and finish metal panels at the factory to greatest extent possible, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements. Comply with indicated profiles and with dimensional and structural requirements.
 - 1. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of metal panel.

2.10 SOURCE QUALITY CONTROL

- A. Special Inspection: Owner will engage a qualified special inspector to perform source quality control inspections and to submit reports.
 - 1. Accredited Manufacturers: Special inspections will not be required if fabrication is performed by an IAS AC472-accredited manufacturer approved by authorities having jurisdiction to perform such Work without special inspection.
 - a. After fabrication, submit copy of certificate of compliance to authorities having jurisdiction, certifying that Work was performed according to Contract requirements.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with erector present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Before erection proceeds, survey elevations and locations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments to receive structural framing, with erector present, for compliance with requirements and metal building system manufacturer's tolerances.
 - 1. Engage land surveyor to perform surveying.
- C. Proceed with erection only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition.
- B. Provide temporary shores, guys, braces, and other supports during erection to keep structural framing secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural framing, connections, and bracing are in place unless otherwise indicated.

3.3 ERECTION OF STRUCTURAL FRAMING

- A. Erect metal building system according to manufacturer's written instructions and drawings.
- B. Do not field cut, drill, or alter structural members without written approval from metal building system manufacturer's professional engineer.
- C. Set structural framing accurately in locations and to elevations indicated, according to AISC specifications referenced in this Section. Maintain structural stability of frame during erection.
- D. Base and Bearing Plates: Clean concrete- and masonry-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting plates. Clean bottom surface of plates.
 - 1. Set plates for structural members on wedges, shims, or setting nuts as required.
 - 2. Tighten anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of plate before packing with grout.
 - 3. Promptly pack grout solidly between bearing surfaces and plates so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for shrinkage-resistant grouts.
- E. Align and adjust structural framing before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that will be in permanent contact with framing. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
 - 1. Level and plumb individual members of structure.
 - 2. Make allowances for difference between temperature at time of erection and mean temperature when structure will be completed and in service.
- F. Primary Framing and End Walls: Erect framing level, plumb, rigid, secure, and true to line. Level baseplates to a true even plane with full bearing to supporting structures, set with double-nutted anchor bolts. Use grout to obtain uniform bearing and to maintain a level base-line elevation. Moist-cure grout for not less than seven days after placement.
 - 1. Make field connections using high-strength bolts installed according to RCSC's "Specification for Structural Joints Using High-Strength Bolts" for bolt type and joint type specified.
 - a. Joint Type: Snug tightened or pretensioned as required by manufacturer.

- G. Secondary Framing: Erect framing level, plumb, rigid, secure, and true to line. Field bolt secondary framing to clips attached to primary framing.
 - 1. Provide rake or gable purlins with tight-fitting closure channels and fasciae.
 - 2. Locate and space wall girts to suit openings such as doors and windows.
 - 3. Provide supplemental framing at entire perimeter of openings, including doors, windows, louvers, ventilators, and other penetrations of roof and walls.
- H. Bracing: Install bracing in roof and sidewalls where indicated on erection drawings.
 - 1. Tighten rod and cable bracing to avoid sag.
 - 2. Locate interior end-bay bracing only where indicated.
- I. Erection Tolerances: Maintain erection tolerances of structural framing within AISC 303.

3.4 METAL PANEL INSTALLATION, GENERAL

- A. Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.
- B. On-Site Fabrication: Subject to compliance with requirements of this Section, metal panels may be fabricated on-site using UL-certified, portable roll.-forming equipment if panels are of same profile and warranted by manufacturer to be equal to factory-formed panels. Fabricate according to equipment manufacturer's written instructions and to comply with details shown.
- C. Examination: Examine primary and secondary framing to verify that structural-panel support members and anchorages have been installed within alignment tolerances required by manufacturer.
 - 1. Examine roughing-in for components and systems penetrating metal panels, to verify actual locations of penetrations relative to seams before metal panel installation.
- D. General: Anchor metal panels and other components of the Work securely in place, with provisions for thermal and structural movement.
 - 1. Field cut metal panels as required for doors, windows, and other openings . Cut openings as small as possible, neatly to size required, and without damage to adjacent metal panel finishes.
 - a. Field cutting of metal panels by torch is not permitted unless approved in writing by manufacturer.
 - 2. Install metal panels perpendicular to structural supports unless otherwise indicated.

3. Flash and seal metal panels with weather closures at perimeter of openings and similar elements. Fasten with self-tapping screws.
 4. Locate and space fastenings in uniform vertical and horizontal alignment.
 5. Locate metal panel splices over structural supports with end laps in alignment.
 6. Lap metal flashing over metal panels to allow moisture to run over and off the material.
- E. Lap-Seam Metal Panels: Install screw fasteners using power tools with controlled torque adjusted to compress EPDM washers tightly without damage to washers, screw threads, or metal panels. Install screws in predrilled holes.
1. Arrange and nest side-lap joints so prevailing winds blow over, not into, lapped joints. Lap ribbed or fluted sheets one full rib corrugation. Apply metal panels and associated items for neat and weathertight enclosure. Avoid "panel creep" or application not true to line.
- F. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with corrosion-resistant coating, by applying rubberized-asphalt underlayment to each contact surface, or by other permanent separation as recommended by metal roof panel manufacturer.
- G. Joint Sealers: Install gaskets, joint fillers, and sealants where indicated and where required for weatherproof performance of metal panel assemblies. Provide types of gaskets, fillers, and sealants indicated; or, if not indicated, provide types recommended by metal panel manufacturer.
1. Seal metal panel end laps with double beads of tape or sealant the full width of panel. Seal side joints where recommended by metal panel manufacturer.
 2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."

3.5 METAL ROOF PANEL INSTALLATION

- A. General: Provide metal roof panels of full length from eave to ridge unless otherwise indicated or restricted by shipping limitations.
1. Install ridge and hip caps as metal roof panel work proceeds.
 2. Flash and seal metal roof panels with weather closures at eaves and rakes. Fasten with self-tapping screws.
- B. Standing-Seam Metal Roof Panels: Fasten metal roof panels to supports with concealed clips at each standing-seam joint, at location and spacing and with fasteners recommended by manufacturer.
1. Install clips to supports with self-drilling or self-tapping fasteners.
 2. Install pressure plates at locations indicated in manufacturer's written installation instructions.
 3. Snap Joint: Nest standing seams and fasten together by interlocking and completely engaging factory-applied sealant.
 4. Seamed Joint: Crimp standing seams with manufacturer-approved motorized seamer tool so that clip, metal roof panel, and factory-applied sealant are completely engaged.

5. Rigidly fasten eave end of metal roof panels and allow ridge end free movement for thermal expansion and contraction. Predrill panels for fasteners.
 6. Provide metal closures at peaks, rake edges, rake walls and each side of ridge and hip caps.
- C. Lap-Seam Metal Roof Panels: Fasten metal roof panels to supports with exposed fasteners at each lapped joint, at location and spacing recommended by manufacturer.
1. Provide metal-backed sealing washers under heads of exposed fasteners bearing on weather side of metal roof panels.
 2. Provide sealant tape at lapped joints of metal roof panels and between panels and protruding equipment, vents, and accessories.
 3. Apply a continuous ribbon of sealant tape to weather-side surface of fastenings on end laps and on side laps of nesting-type metal panels, on side laps of ribbed or fluted metal panels, and elsewhere as needed to make metal panels weatherproof to driving rains.
 4. At metal panel splices, nest panels with minimum 6-inch (152-mm) end lap, sealed with butyl-rubber sealant and fastened together by interlocking clamping plates.
- D. Metal Fascia Panels: Align bottom of metal panels and fasten with blind rivets, bolts, or self-drilling or self-tapping screws. Flash and seal metal panels with weather closures where fasciae meet soffits, along lower panel edges, and at perimeter of all openings .
- E. Metal Roof Panel Installation Tolerances: Shim and align metal roof panels within installed tolerance of 1/4 inch in 20 feet (6 mm in 6 m) on slope and location lines and within 1/8-inch (3-mm) offset of adjoining faces and of alignment of matching profiles.

3.6 METAL WALL PANEL INSTALLATION

- A. General: Install metal wall panels in orientation, sizes, and locations indicated on Drawings. Install panels perpendicular to girts, extending full height of building, unless otherwise indicated. Anchor metal wall panels and other components of the Work securely in place, with provisions for thermal and structural movement.
1. Unless otherwise indicated, begin metal panel installation at comers with center of rib lined up with line of framing.
 2. Shim or otherwise plumb substrates receiving metal wall panels.
 3. When two rows of metal panels are required, lap panels 4 inches (102 mm) minimum.
 4. When building height requires two rows of metal panels at gable ends, align lap of gable panels over metal wall panels at eave height.
 5. Rigidly fasten base end of metal wall panels and allow eave end free movement for thermal expansion and contraction. Predrill panels.
 6. Flash and seal metal wall panels with weather closures at eaves and rakes, and at perimeter of all openings. Fasten with self-tapping screws.
 7. Install screw fasteners in predrilled holes.
 8. Install flashing and trim as metal wall panel work proceeds.
 9. Apply elastomeric sealant continuously between metal base channel (sill angle) and concrete, and elsewhere as indicated on Drawings; if not indicated, as necessary for waterproofing.
 10. Align bottom of metal wall panels and fasten with blind rivets, bolts, or self-drilling or self-tapping screws.

11. Provide weatherproof escutcheons for pipe and conduit penetrating exterior walls.
- B. Metal Wall Panels: Install metal wall panels on exterior side of girts. Attach metal wall panels to supports with fasteners as recommended by manufacturer.
- C. Insulated Metal Wall Panels: Install insulated metal wall panels on exterior side of girts. Attach panels to supports at each panel joint using concealed clip and fasteners at maximum 42 inches (1067 mm) o.c., spaced not more than manufacturer's recommendation . Fully engage tongue and groove of adjacent insulated metal wall panels.
 1. Install clips to supports with self-tapping fasteners.
 2. Apply continuous ribbon of sealant to panel joint on concealed side of insulated metal wall panels as vapor seal; apply sealant to panel joint on exposed side of panels as weather seal.
- D. Installation Tolerances: Shim and align metal wall panels within installed tolerance of 1/4 inch in 20 feet (6 mm in 6 m), noncumulative; level, plumb, and on location lines; and within 1/8-inch (3-mm) offset of adjoining faces and of alignment of matching profiles.

3.7 ACCESSORY INSTALLATION

- A. General: Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.
 1. Install components required for a complete metal roof panel assembly, including trim, copings, ridge closures, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items.
 2. Install components for a complete metal wall panel assembly, including trim, copings, comers, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items.
 3. Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with corrosion-resistant coating, by applying rubberized-asphalt underlayment to each contact surface, or by other permanent separation as recommended by manufacturer.
- B. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.
 1. Install exposed flashing and trim that is without excessive oil-canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to result in waterproof and weather-resistant performance.
 2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet (3 m) with no joints allowed within 24 inches (600 mm) of comer or intersection. Where lapped or bayonet-type expansion provisions cannot be used or would not be sufficiently weather resistant and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with mastic sealant (concealed within joints).
- C. Gutters: Join sections with riveted-and-soldered or lapped-and-sealed joints. Attach gutters to

eave with gutter hangers spaced as required for gutter size, but not more than 36 inches (914 mm) o.c. using manufacturer's standard fasteners. Provide end closures and seal watertight with sealant. Provide for thermal expansion.

- D. Downspouts: Join sections with 1-1/2-inch (38-mm) telescoping joints. Provide fasteners designed to hold downspouts securely 1 inch (25 mm) away from walls; locate fasteners at top and bottom and at approximately 60 inches (1524 mm) o.c. in between.
 - 1. Provide elbows at base of downspouts to direct water away from building.
 - 2. Tie downspouts to underground drainage system indicated.
 - E. Louvers: Locate and place louver units level, plumb, and at indicated alignment with adjacent work.
 - 1. Use concealed anchorages where possible. Provide brass or lead washers fitted to screws where required to protect metal surfaces and to make a weathertight connection.
 - 2. Provide perimeter reveals and openings of uniform width for sealants and joint fillers.
 - 3. Protect galvanized- and nonferrous-metal surfaces from corrosion or galvanic action by applying a heavy coating of corrosion-resistant paint on surfaces that will be in contact with concrete, masonry, or dissimilar metals.
 - 4. Install concealed gaskets, flashings, joint fillers, and insulation as louver installation progresses, where weathertight louver joints are required. Comply with Section 079200 "Joint Sealants" for sealants applied during louver installation.
 - F. Roof Curbs: Install curbs at locations indicated on Drawings. Install flashing around bases where they meet metal roof panels.
 - G. Pipe Flashing: Form flashing around pipe penetration and metal roof panels. Fasten and seal to panel as recommended by manufacturer.
- 3.8 FIELD QUALITY CONTROL
- A. Special Inspections: Owner will engage a qualified special inspector to perform field quality control special inspections and to submit reports.
 - B. Product will be considered defective if it does not pass tests and inspections.
 - C. Prepare test and inspection reports.
- 3.9 ADJUSTING
- A. Doors: After completing installation, test and adjust doors to operate easily, free of warp, twist, or distortion.
 - B. Door Hardware: Adjust and check each operating item of door hardware and each door to ensure proper operation and function of every unit. Replace units that cannot be adjusted to operate as intended.
- 3.10 CLEANING AND PROTECTION
- A. Repair damaged galvanized coatings on galvanized items with galvanized repair paint according to ASTM A 780/A 780M and manufacturer's written instructions.

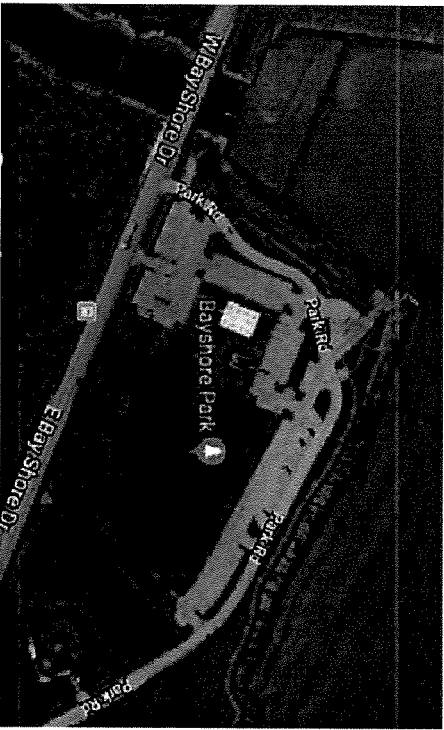
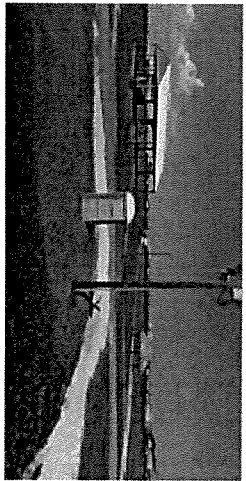
- B. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during construction period.
- C. Touchup Painting: After erection, promptly clean, prepare, and prime or reprime field connections, rust spots, and abraded surfaces of prime-painted structural framing, bearing plates, and accessories.
 - 1. Clean and prepare surfaces by SSPC-SP 2, "Hand Tool Cleaning," or by SSPC-SP 3, "Power Tool Cleaning."
 - 2. Apply a compatible primer of same type as shop primer used on adjacent surfaces.
- D. Touchup Painting: Cleaning and touchup painting are specified in Section 099113 "Exterior Painting" and Section 099123 "Interior Painting."
- E. Metal Panels: Remove temporary protective coverings and strippable films, if any, as metal panels are installed. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.
 - 1. Replace metal panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.
- F. Louvers: Clean exposed surfaces that are not protected by temporary covering, to remove fingerprints and soil during construction period. Do not let soil accumulate until final cleaning.
 - 1. Restore louvers damaged during installation and construction period so no evidence remains of corrective work. If results of restoration are unsuccessful, as determined by Architect, remove damaged units and replace with new units.
 - a. Touch up minor abrasions in finishes with air-dried coating that matches color and gloss of, and is compatible with, factory-applied finish coating.

END OF SECTION 133419

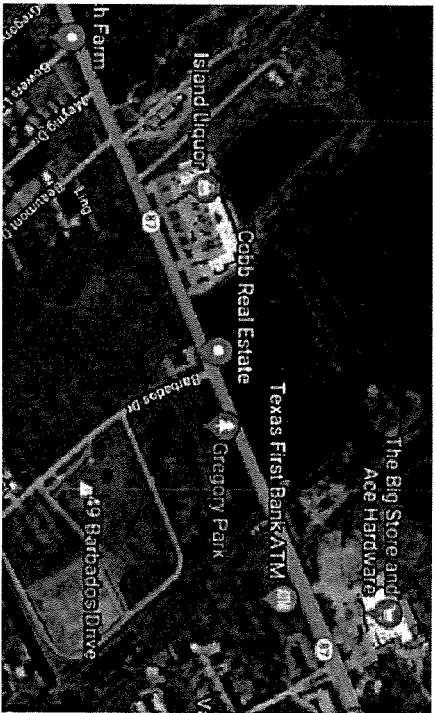


3015 MARKET STREET
 GALVESTON, TX 77550

PUBLIC WORKS FACILITY



BAYSHORE PARK



GREGORY PARK

PAUL ENGINEERING INC SOLVING AMERICA'S ENGINEERING NEEDS

625 1/2 BARRINGER LANE, SUITE A P.O. BOX 2808972
 WEBSTER, TEXAS 77598 Reg. No. F-5626 Fu. 281.280.0350

GREGARY PARK
 BAYSHORE PARK
 GALVESTON COUNTY

THIS DOCUMENT IS THE PROPERTY OF PAUL ENGINEERING, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND DATE SPECIFIED HEREON. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF PAUL ENGINEERING, INC.

NO.	DATE	DESCRIPTION

JOB NO. 12-82.1
 DATE
 SHEET NO. S-0
 OF: X

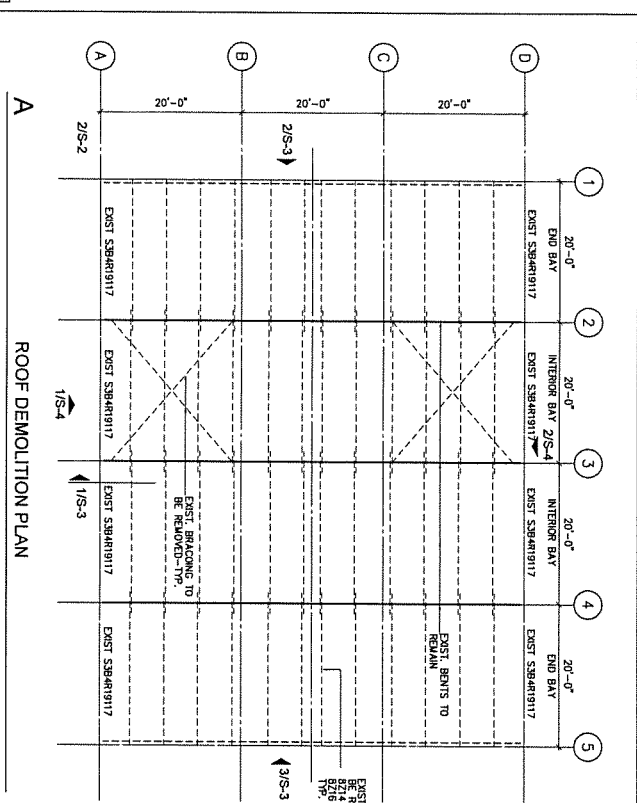
THE METAL BUILDING SYSTEM MANUFACTURAL SHALL BE AISC-MB (CATEGORY-METAL BUILDING) CERTIFIED.

LATERAL DRIFT OF THE PRIMARY RIGID FRAME SHALL BE LIMITED TO THE EAVE HEIGHT (IN INCH) DIVIDED BY 400.

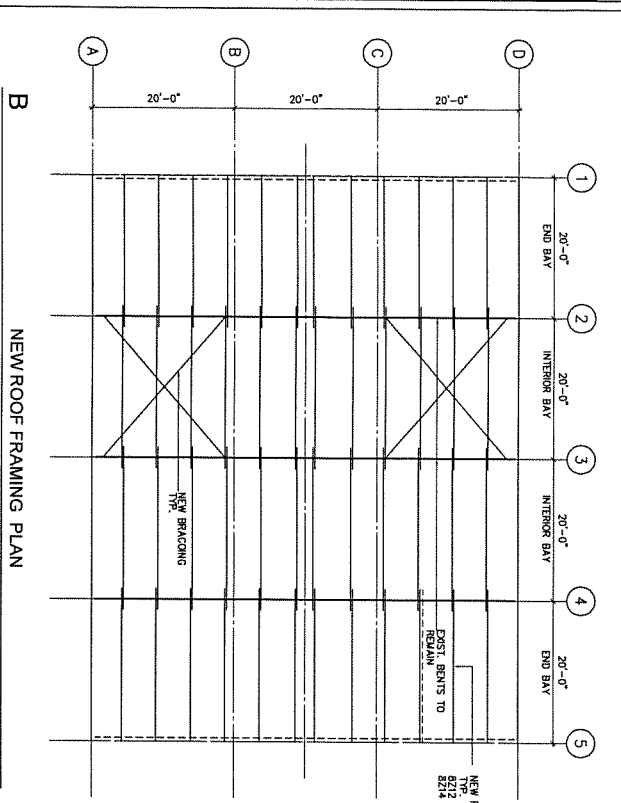
LATERAL DEFLECTION OF OTHER WIND-RESISTING ELEMENTS (I.E. WALL GIRTS) SHALL BE LIMITED TO THE SPAN (IN INCHES) DIVIDED BY 240.

VERTICAL DEFLECTION OF SECONDARY FRAMING (ROOF PURLINS) UNDER LOVE LOADING SHALL BE LIMITED TO THE SPAN (IN INCHES) DIVIDED BY 240.

ANCHOR BOLTS SHALL BE PROVIDED BY THE PEMB MANUFACTURER. REFER TO THE STRUCTURAL DRAWINGS FOR SIZE, QUANTITY, EMBEDMENT LENGTHS AND PROJECTIONS.



ROOF DEMOLITION PLAN



NEW ROOF FRAMING PLAN

NOTE: BUILDING MANUFACTURER WILL DESIGN THE NEW ROOF AND SHE WALLS IN ACCORDANCE TO THE CURRENT WIND LOAD CODES AND SUBMIT TO THE STRUCTURAL ENGINEER FOR REVIEW AND APPROVAL.

THESE DOCUMENTS ARE FOR INFORMATION ONLY AND DO NOT CONSTITUTE A CONTRACT. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

BAYSHORE PARK
GALVESTON COUNTY

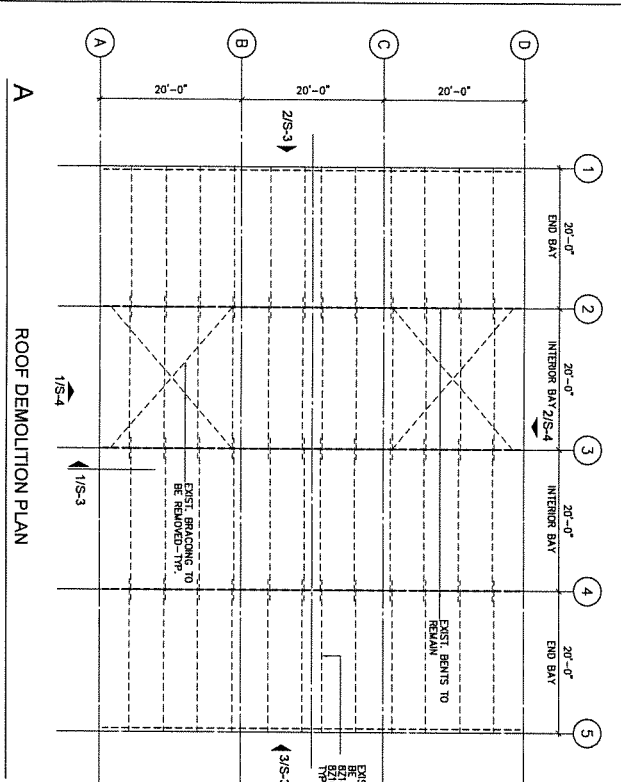
PAUL ENGINEERING INC.
SOLVING AMERICA'S ENGINEERING NEEDS

626 1/2 BARRINGER LANE, SUITE A
WEBSTER, TEXAS 77598

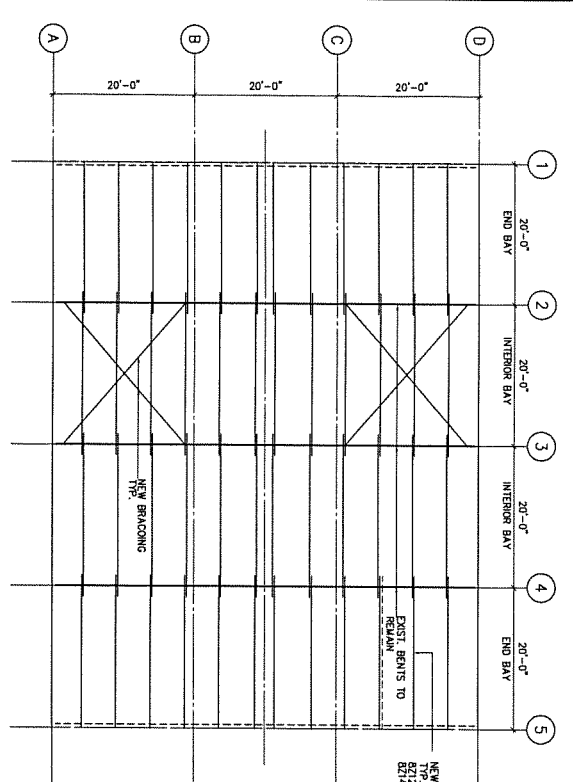
Ph: 281.280.9872
Fax: 281.280.0250

NO.	DATE	DESCRIPTION

JOB NO. 12-82.1
DATE
SHEET NO. S-2
OF: X



A
ROOF DEMOLITION PLAN



B
NEW ROOF FRAMING PLAN

NOTE:
METAL BUILDING MANUFACTURER WILL DESIGN THE NEW ROOF
AND SIZE WALLS IN ACCORDANCE TO THE CURRENT WIND LOAD CODES
AND SUBMIT TO THE STRUCTURAL ENGINEER FOR REVIEW AND APPROVAL.

THESE DOCUMENTS ARE
THE PROPERTY OF PAUL ENGINEERING INC.
FOR CONSULTATION, REVIEW
OR REPEAT PURCHASES.
RESPONSIBLE ENGINEER
DANIEL M. PAUL
12/13

GREGARY PARK
GALVESTON COUNTY

PAUL ENGINEERING INC.
SOLVING AMERICA'S ENGINEERING NEEDS

626 1/2 BARRINGER LANE, SUITE A
WEBSTER, TEXAS 77598

Ph: 281.280.9872
Fax: 281.280.0250
Reg. No. F-5628

NO.	DATE	DESCRIPTION

JOB NO. 12-82.1
DATE
SHEET NO. S-2A
OF: X

CERTIFICATION REGARDING LOBBYING
(31 U.S.C.A. § 1352)
This Certification must be completed, signed, dated and
returned to the Galveston County Purchasing Agent

Procurement Number and Description: _____

_____ Bid #B191040, Bayshore & Gregory Park Pavilions _____

Proposer **CERTIFIES**, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the proposer shall complete and submit **Standard Form LLL**, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Proposer shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Organization/Corporation: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Signature of Authorized Signatory for Proposer: _____ Date Signed: _____

Title of Authorized Signatory of Proposer: _____

State of Texas
County of Galveston

§
§
§

NON-COLLUSION AFFIDAVIT

Before me, the undersigned notary, on this day personally appeared _____ (Affiant), whom being first duly sworn, deposes and certifies that:

- Affiant is the _____ of _____, that
(Individual, Partner, Corporate Officer) (Name of Qualifier)
submitted the attached Qualification in **RFP #B191040, Bayshore & Gregory Park Pavilions**
- Affiant is a duly authorized representative of Qualifier and is authorized to make this Non-Collusion Affidavit;
- The attached Qualification is genuine and is not a collusive or sham Qualification;
- The attached Qualification has been independently arrived at without collusion with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor;
- Qualifier has not colluded, conspired, connived or agreed, directly or indirectly, with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor, to submit a collusive or sham qualification or that such other qualifier, bidder, proposer, person, firm, competitor, or potential competitor shall refrain from qualifying;
- Qualifier has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor to fix the price or prices in the attached Qualification or of the qualification any other qualifier;
- Qualifier has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier bidder, proposer, person, firm, competitor, or potential competitor to fix the overhead, profit or cost element of the Qualification price or prices of any other qualifier, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Galveston County or any person interested in the proposed contract;
- Affiant has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor, paid or agreed to pay any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the price or prices in the attached Qualification or the qualification of any other Qualifier; and
- Affiant certifies that Affiant is fully informed regarding the accuracy of the statements contained herein, and under penalties of perjury, certifies and affirms the truth of the statements herein, such penalties being applicable to the Qualifier as well as to Affiant signing on its behalf.

Signature of Affiant

SWORN TO and **SUBSCRIBED** before me this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

**PROPOSAL FORM
BAYSHORE & GREGORY PARK PAVILIONS
GALVESTON, TEXAS**

THE COMPANY OF: _____

Address: _____

FEIN (TAX ID): _____

The following shall be returned with your proposal. Failure to do so may be ample cause for rejection of proposal as non-responsive. It is the responsibility of the Proposer to ensure that Proposer has received all addenda.

Items:	Confirmed (X):
1. References (if required)	_____
2. Addenda, if any	#1 _____ #2 _____ #3 _____ #4 _____
3. One (1) original and three (3) copies of submittal	_____
4. Proposal Forms	_____
5. Vendor Qualification packet	_____
6. Payment Terms:	_____ net 30 _____ Other
7. Non-Collusion Affidavit	_____
8. Debarment Form	_____

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

Name of person authorized to bind the Firm: _____

Signature: _____ Date: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

**PROPOSAL FORM
BAYSHORE & GREGORY PARK PAVILIONS
GALVESTON, TEXAS**

Proposer shall use this form to provide the information for notice.

1. Contact information for notice:

Name: _____
Address: _____

Telephone Number: _____ Facsimile number: _____

2. If a copy of notice is requested, please complete below:

Name: _____
Address: _____

Telephone Number: _____ Facsimile number: _____

3. If second or more copies are requested for notice, please supplement this form and clearly mark the supplement as "Supplementary Notice Information."

Proposer to submit reference information. Proposer shall use this form to provide minimum required reference information. If Proposer wishes to provide more than the minimum, Proposer should supplement this form and should clearly mark the supplement as "Supplementary Reference Information."

1. References who can attest to the Proposer's capability to carry out the requirements set forth in this qualification:

Business Name of Organization: _____
Name of Person: _____
Title of Individual within Organization, if applicable _____
Business address: _____

Telephone number: _____ Facsimile number: _____

Business Name of Organization: _____
Name of Person: _____
Title of Individual within Organization, if applicable _____
Business address: _____

Telephone number: _____ Facsimile number: _____

Business Name of Organization: _____
Name of Person: _____
Title of Individual within Organization, if applicable _____
Business address: _____

Telephone number: _____ Facsimile number: _____

**PROPOSAL FORM
BAYSHORE & GREGORYPARK PAVILIONS
GALVESTON, TEXAS**

References of major supplier of Proposer who can speak to the financial capability of the Proposer to carry out the requirements set forth in this qualification:

1. Business Name of Supplier _____
Name of Person: _____
Title of Individual within business: _____
Business address: _____

Telephone number: _____ Facsimile number: _____

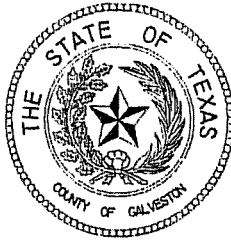
2. Business Name of Supplier _____
Name of Person: _____
Title of Individual within business: _____
Business address: _____

Telephone number: _____ Facsimile number: _____

3. Business Name of Supplier _____
Name of Person: _____
Title of Individual within business: _____
Business address: _____

Telephone number: _____ Facsimile number: _____

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**County of Galveston
Purchasing Department
Vendor Qualification Packet**

(rev. 1.4, September 28, 2017)

All interested parties seeking consideration for qualified vendor status with the County of Galveston should complete and return only the following forms to:

**Galveston County Purchasing Department
722 Moody Avenue, (21st Street), 5th Floor
Galveston, Texas 77550
(409) 770-5371 office
(409) 621-7987 fax**

- PEID Form:** Person /Entity Information Data
- W -9 Form:** Request for Taxpayer Identification Number and Certification
(please note that the included form may not be the latest revised form issued by the Internal Revenue Service. Please check the IRS website at <http://www.irs.gov/pub/irs-rd/1041-fw9.pdf> for the latest revision of this form.)
- CIQ Form:** Conflict of Interest Questionnaire
(please note that the included form may not be the latest revised form issued by the State of Texas Ethics Commission. Please check the Texas Ethics Commission website at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm for the latest revision of this form. Please note that Galveston County Purchasing Agent is not responsible for the filing of this form with the Galveston County Clerk per instructions of the State of Texas Ethics Commission).
- Debarment:** **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS & REQUIREMENT TO REGISTER IN SAM**
Vendors/contractor certifies that neither it, nor any of its Principals, are presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency. Vendor agrees that it shall refund Galveston County for any payments made to Contractor while ineligible. Vendor acknowledges that Contractor's uncured failure to perform under any agreement with the County of Galveston, if such should occur, may result in Contractor being debarred from performing additional work for the County, the respecting State Agency administering the grant funding the contract, if applicable, the State, FEMA or HUD (as applicable), and other Federal and State entities. Further, Vendor has executed the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters and returned the fully completed and executed original certification with the submission of this Vendor Qualification Packet. The truthful and fully completed and executed original of the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters must be included with the submission of this Vendor Qualification Packet and is a mandatory requirement to become a vendor of Galveston County. Vendor's failure to include the fully completed and executed original of this Certification shall be considered non-compliant with the requirements of this vendor qualification request and grounds for the rejection of vendor's request. Vendor shall immediately notify the County Purchasing Agent if it becomes debarred or suspended, placed on

the Consolidated List of Debarred Contractors, or in any other way becomes ineligible for award of contract by any Federal agency. This Certification is a material fact relied upon by Galveston County; if it is later determined that the vendor did not comply with 2 C.F.R. Part 180 and 2 C.F.R. Part 3000, in addition to the remedies available to Galveston County and the State agency administering a grant, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment of contractor. If the contract to be awarded pursuant to a Galveston County procurement effort involves the use of Federal funds, then vendor must also be registered in the Federal Contractor Registry through the System for Award Management (SAM) to be eligible for award of contract pursuant to the procurement.

Information regarding the SAM is available at:

<http://www.federalcontractorregistry.com/?gclid=CIG1hf2rr8wCFYkCaOoducANZw> or at <https://www.sam.gov/portal/SAM/#1>.

No contract involving the use of Federal funds may be awarded to any vendor unless and until such registration is current and in good standing under SAM. Successful vendors must maintain SAM registration throughout the entire term of any contractual agreement with the County. If a contract involves the use of Federal funds, then vendor must enclose proof of such SAM registration within its response, which is also a mandatory requirement of County procurement policy; failure to enclose such proof shall be considered non-compliant with the requirements of any procurement effort and grounds for the rejection of vendor's response to any procurement efforts (i.e., bid, proposal, or qualifications statement, as applicable).

Certificate(s) of Insurance: If the person or entity seeking qualified vendor status with the County will be performing work at or on any County owned facility and/or property, Certificate(s) of Insurance are required to be submitted prior to performing any work.

Insurance requirements are as follows:

Public Liability and Property Damage Insurance:

Successful vendor agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by vendor. Vendor shall at its own expense be required to carry the following minimum insurance coverages:

1. For damages arising out of bodily injury to or death of one person in anyone occurrence - one hundred thousand and no/100 dollars (\$100,000.00);
2. For damages arising out of bodily injury to or death of two or more persons in anyone occurrence - three hundred thousand and no/100 dollars (\$300,000.00); and
3. For injury to or destruction of property in anyone occurrence - one hundred thousand and no/100 dollars (\$100,000.00).

This insurance shall be either on an occurrence basis or on a claims made basis. Provided however, that if the coverage is on a claims made basis, then the vendor shall be required to purchase, at the termination of this agreement, tail coverage for the County for the period of the County's relationship with the vendor under this agreement. Such coverage shall be in the amounts set forth in subparagraphs (1), (2), and (3) above.

Worker's Compensation Insurance:

Successful vendor shall also carry in full force Workers' Compensation Insurance policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the vendor. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by the vendor to the County.

The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies) during the contractual period. Insurance is to be placed with insurers having a Best rating of no less than A. The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The vendor shall be required to submit annual renewals for the term of any contractual agreement, purchase order or term contract, with Galveston County prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide vendor with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Vendor shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the vendor.

In no event shall the County be liable for any damage to or destruction of any property belonging to the vendor unless specified in writing and agreed upon by both parties.

Procurement Policy - Special Note:

Understand that it is, according to Texas Local Government Code, Section 262.011, Purchasing Agents, subsections (d), (e), and (f), the sole responsibility of the Purchasing Agent to supervise all procurement transactions.

Therefore, be advised that all procurement transactions require proper authorization in the form of a Galveston County purchase order from the Purchasing Agent's office prior to commitment to deliver supplies, materials, equipment, including contracts for repair, service, and maintenance agreements. Any commitments made without proper authorization from the Purchasing Agent's office, pending Commissioners' Court approval, may become the sole responsibility of the individual making the commitment including the obligation of payment.

Code of Ethics - Statement of Purchasing Policy:

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve the purpose of these instructions, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here.

General Ethical Standards: It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in procurement when the employee knows that:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

Confidential Information: It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

Questions/Concerns:

If you have any questions or concerns regarding the information or instructions contained within this packet, please contact any member of the Purchasing Department staff at (409) 770-5371.

CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than \$250.00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

The Galveston County Clerk has offices at the following locations:

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent).

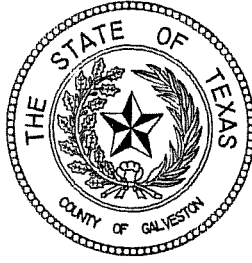
For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website - both of these web sites are linked to the Galveston County homepage, at <http://www.co.galveston.tx.us>.

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at <http://www.ethics.state.tx.us/whatsnew/conflictforms.htm>.

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.



COUNTY of GALVESTON
Purchasing Department

rev. 1.3, March 29, 2010

FORM PEID:	Request for Person-Entity Identification Data
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Instructions: Please type or print clearly when completing sections 1 thru 4 and return completed form to:

Galveston County Purchasing Agent
722 Moody Avenue (21 st. Street), 5th Floor
Galveston, Texas 77550
(409) 770-5371
prodoc@co.galveston.tx.us

1.	Business Name:			
	Attention Line:			
2.	Physical Address:			
	City:	State:	Zip+4:	
3.	Billing / Remit Address:			
	City:	State:	Zip+4	
4.	Main Contact Person:			
	Main Phone Number:			
	Fax Number:			
	E-mail Address:			

Areas below are for County use only.

Requested By:	Phone / Ext. #
Department:	Date:

Action Requested - Check One:	IFAS PEID Vendor Number:	
<input type="checkbox"/> Add New	<input type="checkbox"/> Change Data	<input type="checkbox"/> Re-activate
<input type="checkbox"/> Inactivate	<input type="checkbox"/> Employee	<input type="checkbox"/> Attorney
<input type="checkbox"/> Landlord	<input type="checkbox"/> Foster Parent	<input type="checkbox"/> Refund
<input type="checkbox"/> OneTime	<input type="checkbox"/> Foster Child	

**Request for Taxpayer
 Identification Number and Certification**

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.)	
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
						-			
or									
Employer identification number									
						-			

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 2. Certify that you are not subject to backup withholding, or
 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ²
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ²
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ¹
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001 (1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each *officer* with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes

NO

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government *officer* named in this section AND the taxable income is not received from the local governmental entity?

Yes

NO

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an *officer* or director, or holds an ownership of 10 percent or more?

Yes

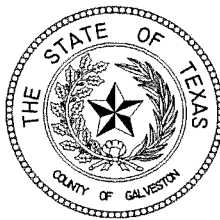
NO

D. Describe each employment or business relationship with the local government *officer* named in this section.

4

Signature of person doing business with the governmental entity

Date



County of Galveston

**ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER INELGIBILITY**

Executive Orders 12549 & 12689 Certification, Debarment and Suspension

Solicitation Number: RFP #B191040

Solicitation Title: Bayshore & Gregory Park Pavilions

Contractor hereby CERTIFIES that:

Contractor, and all of its principals, is not presently debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and is not in any other way ineligible for participation in Federal or State assistance programs;

Contractor, and all of its principals, were not and have not been debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and were not and have not been in any other way ineligible for participation in Federal or State assistance programs at the time its' proposal was submitted in the procurement identified herein and at any time since submission of its' proposal;

Contractor has included, and shall continue to include, this certification in all contracts between itself and any sub-contractors in connection with services performed under this contract; **and**

Contractor shall notify Galveston County in writing immediately, through written notification to the Galveston County Purchasing Agent, if Contractor is not in compliance with Executive Order 12549 or 12689 during the term of its contract with Galveston County.

Contractor **Represents** and **Warrants** that the individual executing this Acknowledgment and Certification on its behalf has the full power and authority to do so and can legally bind the Contractor hereto.

Name of Business

Date

By: _____
Signature

Printed Name & Title